



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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First District

Yvonne Brathwaite Burke
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March 18, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**NATIONAL BIOTERRORISM HOSPITAL PREPAREDNESS PROGRAM AGREEMENTS
AND AMENDMENTS (HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS)**
(All Districts) (4 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve form agreements and delegate authority to the Director of Health Services, or his designee, to offer and sign agreements, substantially similar to Exhibits I and II, with any eligible acute care licensed 9-1-1 and non-9-1-1 hospital located in Los Angeles County that seeks to participate in the National Bioterrorism Hospital Preparedness Program (NBHPP), effective upon execution by the parties up to March 31 of the subsequent year or if later, up to the expiration date in the NBHPP agreements of participating hospitals, as appropriate (i.e., Basic or Expanded), but for a term not to exceed the August 31, 2007 end date of the NBHPP, upon review and approval of County Counsel and notice to the Board. The County operated non-9-1-1 hospital (i.e., Rancho Los Amigos National Rehabilitation Center) shall also operate under the term of this standard agreement document as required by the Director of Health Services.
2. Approve form amendments and delegate authority to the Director of Health Services to offer and sign agreement amendments, substantially similar to Exhibits III, IV and V, with 50 privately operated 9-1-1 hospitals already participating in the first year of the NBHPP, as listed in Attachment C. The amendments will become effective upon the date of Board approval through March 31, 2005, and are funded by a HRSA grant, with no net County cost. The County operated hospitals shall also operate under the term of this agreement amendment as required by the Director of Health Services.

3. Delegate authority to the Director of Health Services, or his designee, to sign subsequent agreement amendments with any eligible 9-1-1 and non-9-1-1 hospitals located in Los Angeles County that seeks to continue to participate in the NBHPP, effective upon the expiration date of the existing agreement/amendment and continuing up to March 31 of the subsequent year, but expiring no later than the August 31, 2007, subject to continued funding by HRSA, and pursuant to the terms of the written NBHPP Federal guidance and the County's approved and properly executed NBHPP work plan and performance agreement, upon review and approval of County Counsel and notice to the Board.
4. Approve form agreement (Exhibit VI) and instruct the Director of Health Services, or his designee, to offer and sign the agreement with the Community Clinic Association of Los Angeles County (CCALAC) to expand participation and cooperation in the development, implementation, and evaluation of terrorism preparedness activities of clinics, for the period effective upon the date of Board approval through March 31, 2005, with funding by HRSA and no net County cost.
5. Delegate authority to the Director of Health Services, or his designee, to sign subsequent agreement amendments with CCALAC, effective upon expiration of the existing agreement/amendment and continuing up to March 31 of the subsequent year, but no later than the August 31, 2007 end date of the NBHPP, subject to continued funding by HRSA and pursuant to the terms and conditions of the written NBHPP Federal guidance and the County's approved and properly executed work plan and performance agreement, upon review and approval of County Counsel and notice to the Board.
6. Approve and instruct the Director of Health Services, or his designee, to fill six positions as described in Attachment B, in excess of what is currently authorized in the Department of Health Services' staffing ordinance, pursuant to Section 6.06.020 of the County Code, subject to allocation by the Department of Human Resources.
7. Delegate authority to the Director of Health Services, or his designee, to approve a related appropriation adjustment to transfer \$1,676,000 in appropriation and revenue from Health Services Administration to Northeast Area, Coastal Area, Southwest Area, Rancho Los Amigos Medical Center, and San Fernando Valley Area.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

The purpose of the requested actions is to continue the development, implementation, and evaluation of hospital terrorism preparedness activities. The participation of additional hospitals and clinics and the continued participation of hospitals currently in the NBHPP in these efforts are vital to the state of preparedness of the County to respond effectively to potential terrorist events.

FISCAL IMPACT/FINANCING:

All of the monetary commitment of \$12,475,000 will be in Fiscal Year 2003-04, which is included in the Fiscal Year 2003-04 Adjusted Adopted budget. This is 100% funded by a HRSA grant, and there is no net County cost. An appropriation adjustment to transfer \$1,676,000 in appropriation and revenue from Health Services Administration to the related Enterprise Fund hospitals is attached.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On February 6, 2002, HRSA notified the Department of Health Services (DHS) that Los Angeles County had been designated as one of four metropolitan jurisdictional areas to participate in a new hospital terrorism preparedness program. All 50 states receive funding for these activities through the HRSA grant.

In a letter dated June 6, 2002, HRSA notified DHS that funding had been approved in the amount of \$3,659,172, and on September 3, 2002, the Board approved and accepted the HRSA funds. Of the total grant award, \$2,460,000 was allocated directly to hospitals for terrorism preparedness.

On January 20, 2004, the Board approved and accepted an additional \$16,183,364 from HRSA for the second year of NBHPP funding (August 31, 2003 through August 31, 2004). This funding will cover the cost associated with the agreements, a total monetary commitment of \$12,475,000. The remaining funding will cover other programmatic costs, which include services, supplies and Salaries and Employee Benefits previously approved by your Board for expenditure on January 20, 2004.

The agreements (Exhibits I and II) will be offered to currently non-participating acute care hospitals. Hospitals can choose to participate at the Basic Level where the hospital receives personal protective equipment and decontamination team training or at the Expanded Level where the hospital receives the same equipment as a Basic Level hospital, but also receives funding for the development of a fixed, turnkey, warm water decontamination capability. Any funding allocated for hospitals who choose not to participate will be divided among the Expanded Level hospitals to more fully cover the costs of decontamination capabilities.

The amendments (Exhibits III, IV and V) provide new specific receivables for participating hospitals which can choose to continue to participate at the: a) Basic Level in which case the hospital will receive additional funding of \$16,500 to offset the cost of staff and decontamination team training; b) Expanded Level in which case the hospital will receive additional funding of \$26,500 to offset the cost of staff and decontamination team training, and additional funding to a maximum of \$50,000, based on actual costs, for the development and continued operation of a fixed, turnkey, warm water decontamination capability; or c) as a Disaster Resource Center (DRC) in which case the hospital will receive the Expanded Level receivables, as described above, and additional funding for the purchase of ventilators, pharmaceuticals, medical surgical supplies, tent shelters and an equipment storage trailer. This funding will also cover staff and planning costs associated with surge capacity and response to a terrorist event in a defined geographical area (a minimum of \$800,000). Additionally, to acquire maximum participation, existing hospitals in the NBHPP which have expressed an interest will be permitted to increase their commitment from basic to the expanded level.

To date, 11 hospitals in Los Angeles County, (See Attachment C), including two County hospitals, Harbor-UCLA and LAC+USC Medical Centers, that meet the DRC criteria have submitted their interest in participation forms. Funding includes an allocation for administrative and support staff. Approval of the six requested positions will facilitate implementation of the DRC at the DRC-designated County hospitals.

All of the equipment and facilities acquired and constructed/installed will be for the direct use of the participating providers, subject to the operative criteria established by the Department.

Some participating hospitals are part of a larger network (e.g., Kaiser Permanente) and to facilitate broad participation the Department, with the concurrence of the Chief Administrative Office and County Counsel, has modified the existing standard insurance provisions to permit a participating hospital to maintain self-insurance, upon proof by a certificate of self-insurance acceptable to the County, for coverage in the amounts as specified in the agreement.

The Department is seeking the delegated authority to offer these agreements to other eligible 9-1-1 and non-9-1-1 hospitals which later express an interest to facilitate optimum participation in the NBHPP in accordance with its terms. Further, the Department is seeking delegated authority to enter into subsequent amendments with eligible participating hospitals on a year-to-year basis through the term of the NBHPP in August 31, 2007. The terms of any such amendment will comply with any forthcoming NBHPP Federal grant guidance and subsequent properly approved and executed NBHPP County work plan and performance agreement, upon review and approval by County Counsel. As with the current agreements, funding will be provided in full by HRSA or other Federal agency. All applicable County terms and conditions will be included.

The agreement (Exhibit VI) being offered to CCALAC will require CCALAC management of participating clinics and will provide for specific receivables and deliverables from clinics in accordance with the terms of the HRSA grant guidance and approved work plan. Funding by HRSA to be used among the participating clinics is in the aggregate amount of \$700,000. CCALAC will use this funding to purchase medical surgical supplies, personal protective equipment and communication equipment for clinics' preparedness activities. Additionally, this funding will cover education and training costs and the development of plans regarding the role of clinics, the relationships and procedures for responding to a terrorist event.

The Department is seeking delegated authority to enter into subsequent agreement amendments to continue CCALAC's continued participation through the August 31, 2007 terms of the NBHPP. As with delegated authority described above to be offered by the Director to hospitals, any subsequent amendment will include all applicable County terms and conditions, comply with any NBHPP Federal guidance and subsequent properly approved and executed County work plan and performance agreement and will be fully funded by HRSA or another Federal agency.

Attachments A, B and C provide additional information.

County Counsel has approved Exhibits I through VI as to use and form.

CONTRACTING PROCESS:

All non-participating acute care hospitals will be offered the opportunity to participate in the NBHPP and will be included if they express interest in participation.

All currently participating 9-1-1 hospitals will be offered the opportunity to continue participation in the NBHPP and will be included if they express interest in participation. Additionally, hospitals participating at the Expanded Level will be offered the opportunity to participate as a DRC and will be included if they express interest in participation.

The Honorable Board of Supervisors
March 18, 2004
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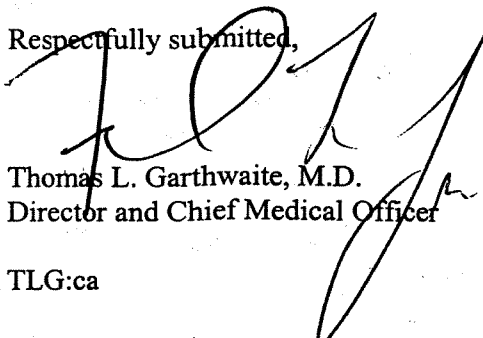
All community clinics that are members of CCALAC will be offered the opportunity to participate in the NBHPP and will be included if they express interest in participation.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the NBHPP agreements and amendments will improve the level of terrorism preparedness at hospital and clinics in Los Angeles County.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:ca

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

BLETCD3226.CBA

SUMMARY OF AGREEMENT

1. **TYPE OF SERVICE:**

Development, implementation and evaluation of hospital terrorism preparedness.

2. **LOCAL EMS AGENCY:**

Department of Health Services
Emergency Medical Services Agency
5555 Ferguson Drive, Suite #220
Commerce, California 90022
Attention: Carol Gunter, Acting Director
Telephone: (323) 890-7545

3. **TERM OF AGREEMENTS:**

The agreements and amendments will become effective upon the date of Board approval through March 31, 2005.

4. **FINANCIAL INFORMATION:**

The total monetary commitment for the National Bioterrorism Hospital Preparedness Program agreements and amendments of \$12,475,000 will be in Fiscal Year 2003-04, which is included in the Fiscal Year 2003-04 Adjusted Adopted Budget. There is no net County cost associated with these actions. Funding is allocated by the HRSA grant. An appropriation adjustment to transfer \$1,676,000 in appropriation and revenue from Health Services Administration to the related Enterprise Fund hospitals is attached.

5. **ACCOUNTABLE FOR PROGRAM MONITORING:**

Emergency Medical Services Division.

6. **GEOGRAPHIC AREA SERVED:**

Countywide.

7. **APPROVALS:**

Local EMS Agency:

Carol Gunter, Acting Director

Contract Administration:

Irene E. Riley, Director

County Counsel (approval as to use and form):

Edward A. Morrissey, Deputy County Counsel

**NATIONAL BIOTERRORISM HOSPITAL PREPAREDNESS PROGRAM
FISCAL YEAR 2003-2004
POSITIONS IN EXCESS OF CURRENTLY AUTHORIZED IN THE
DEPARTMENT OF HEALTH SERVICES STAFFING ORDINANCE
(SECTION 6.06.020 OF THE COUNTY CODE)**

As participants in the Disaster Resource Center designation there is funding for staff positions to administer and manage this program as well as, support staff positions.

LAC Harbor-UCLA Medical Center

Physician Specialist, Emergency Medicine - 0.6 position

This position will fulfill certain deliverables required as a participant in the National Bioterrorism Hospital Preparedness Program Disaster Resource Center designation. This position will develop and coordinate terrorism response and surge capacity planning and cooperation in the South Bay regions of Los Angeles County.

Nurse Training Consultant - 0.5 position

This position will fulfill certain deliverables required as a participant in the National Bioterrorism Hospital Preparedness Program Disaster Resource Center designation. This position will help develop and coordinate terrorism response and surge capacity planning and cooperation in the South Bay regions of Los Angeles County.

Administrative Assistant III - 1 position

This position will fulfill certain deliverables required as a participant in the National Bioterrorism Hospital Preparedness Program Disaster Resource Center designation. This position will provide administrative support for the development and coordination of terrorism response and surge capacity planning and cooperation in the South Bay regions of Los Angeles County. Additionally, this position will manage the supplies and equipment associated with this program.

LAC+USC MEDICAL CENTER

Physician Specialist, Emergency Medicine - 0.6 position

This position will fulfill certain deliverables required as a participant in the National Bioterrorism Hospital Preparedness Program Disaster Resource Center designation. This position will develop and coordinate terrorism response and surge capacity planning and cooperation in the central regions of Los Angeles County.

Nurse Training Consultant - 0.5 position

This position will fulfill certain deliverables required as a participant in the National Bioterrorism Hospital Preparedness Program Disaster Resource Center designation. This position will help develop and coordinate terrorism response and surge capacity planning and cooperation in the central regions of Los Angeles County.

Administrative Assistant III - 1 position

This position will fulfill certain deliverables required as a participant in the National Bioterrorism Hospital Preparedness Program Disaster Resource Center designation. This position will provide administrative support for the development and coordination of terrorism response and surge capacity planning and cooperation in the central regions of Los Angeles County. Additionally, this position will manage the supplies and equipment associated with this program.

HRSA PARTICIPATING HOSPITALS (All 911 Facilities)	Level of Participation (Basic)	Level of Participation (Expanded)	Interested in Disaster Resource Center Designation*
Alhambra Hospital		E	
Antelope Valley Medical Center		E	
Avalon Municipal Hospital	B		
California Hospital Medical Center		E	DRC
Children's Hospital Los Angeles		E	DRC
Citrus Valley Medical Center-Intercommunity Campus		E	
Citrus Valley Medical Center-Queen of the Valley		E	
Downey Regional Medical Center		E	
East Valley Hospital	B		
Foothill Presbyterian Hospital		E	
Garfield Medical Center	B		
Glendale Adventist Medical Center		E	
Glendale Memorial Hospital and Health Center		E	
Good Samaritan Hospital	B		
Greater El Monte Community Hospital	B		
Henry Mayo Newhall Memorial Hospital		E	DRC
Huntington Memorial Hospital		E	
Kaiser Foundation - Baldwin Park		E	
Kaiser Foundation - Bellflower		E	
Kaiser Foundation - Harbor City		E	
Kaiser Foundation - Sunset (LA)		E	DRC
Kaiser Foundation - West LA		E	
LAC Harbor-UCLA Medical Center		E	DRC
LAC Martin Luther King/Charles Drew Medical Center		E	
LAC Olive View-UCLA Medical Center		E	
LAC+USC Medical Center		E	DRC
Lakewood Regional Medical Center	B		
Little Company of Mary		E	
Long Beach Memorial Medical Center	B		
Memorial Hospital of Gardena	B		
Methodist Hospital of Southern California		E	
Mission Community Hospital		E	
Monterey Park Hospital	B		
Northridge Sherman Way Campus	B		
Pacific Hospital of Long Beach	B		
Pomona Valley Hospital Medical Center		E	DRC
Presbyterian Intercommunity Hospital		E	DRC
Providence Holy Cross Medical Center		E	
Providence Saint Joseph Medical Center		E	DRC
San Dimas Community Hospital	B		
San Pedro Peninsula Hospital		E	
Sherman Oaks Community Hospital		E	
St. Francis Medical Center		E	
St. Mary Medical Center		E	DRC
Suburban Medical Center	B		
Torrance Memorial Medical Center	B		
Tri-City Regional Medical Center	B		
UCLA Medical Center		E	DRC
Verdugo Hills		E	
West Hills Regional Medical Center		E	

*Disaster Resource Center Designation awaiting execution of contracts between hospital and the County

BOARD OF
SUPERVISORS
OFFICIAL COPY

76R 352M 11/83

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S.
No.

DEPARTMENT OF Health Services

March 23, 19X 2004

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

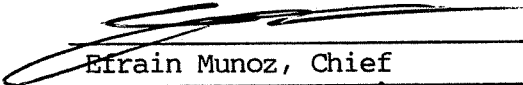
(3-VOTE)
FY 03-04

Please see attached for details.

Justification:

This appropriation adjustment is necessary to provide the Enterprise Funds in the Department of Health Services with \$1,676,000 in appropriation for the National Bioterrorism Hospital Preparedness Program, this program is 100% offset by the Health Resources and Services Administration (HRSA) Funds.

EM:dw
03/23/04


Efrain Munoz, Chief
DHS-Controller's Division

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR—

ACTION

APPROVED AS REQUESTED

AS REVISED

RECOMMENDATION

19

CHIEF ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER BY

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

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DEPARTMENT OF HEALTH SERVICES
NATIONAL BIOTERRORISM HOSPITAL PREPAREDNESS PROGRAM
BUDGET ADJUSTMENT
FISCAL YEAR 2003-04

(3-VOTE)

SOURCES:

LAC+USC Healthcare Network
MN4-HG-60010-9001
Federal - Other \$ 752,000

TOTAL NORTHEAST AREA \$ 752,000

Coastal Area
MN1-HH-60020-9001
Federal-Other \$ 753,000

TOTAL COASTAL AREA \$ 753,000

Southwest Area
MN5-HK-60030-9001
Federal-Other \$77,000

TOTAL SOUTHWEST AREA \$ 77,000

Rancho Los Amigos Medical Center
MN7-HR-60040-9001
Federal-Other \$17,000

TOTAL RANCHO LOS AMIGOS \$ 17,000

San Fernando Valley Area
MN3-HO-60050-9001
Federal-Other \$77,000

TOTAL SAN FERNANDO VALLEY AREA \$ 77,000

TOTAL ENTERPRISE FUND \$1,676,000

Health Services Administration
AO1-HS-20000-2000
Services & Supplies \$1,676,000

TOTAL HEALTH SERVICES ADMINISTRATION \$ 1,676,000

DEPARTMENT TOTAL \$3,352,000

USES:

LAC+USC Healthcare Network
MN4-HG-60010-1000
Salaries and Employee Benefits \$ 72,000

MN4-HG-60010-2000
Services & Supplies 300,000

MN4-HG-60010-6030
Fixed Asset 380,000

TOTAL NORTHEAST AREA \$ 752,000

Coastal Area
MN1-HH-60020-1000
Salaries and Employee Benefits \$ 73,000

MN1-HH-60020-2000
Services & Supplies 300,000

MN1-HH-60020-6030
Fixed Asset 380,000

TOTAL COASTAL AREA \$ 753,000

Southwest Area
MN5-HK-60030-2000
Services & Supplies \$77,000

TOTAL SOUTHWEST AREA \$ 77,000

Rancho Los Amigos Medical Center
MN7-HR-60040-1000
Salaries and Employee Benefits \$17,000

TOTAL RANCHO LOS AMIGOS \$ 17,000

San Fernando Valley Area
MN3-HO-60050-2000
Services & Supplies \$77,000

TOTAL SAN FERNANDO VALLEY AREA \$ 77,000

TOTAL ENTERPRISE FUND \$1,676,000

Health Services Administration
AO1-HS-20000-9001
Federal-Other \$1,676,000

TOTAL HEALTH SERVICES ADMINISTRATION \$ 1,676,000

DEPARTMENT TOTAL \$3,352,000

NOTED AND APPROVED

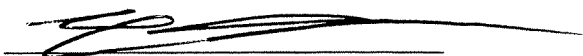

Efrain Munoz, Chief
DHS-Controller's Division

Exhibit I

Contract # _____

NATIONAL BIOTERRORISM HOSPITAL PREPAREDNESS PROGRAM
BASIC AGREEMENT
(HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS)

THIS AGREEMENT is made and entered into this _____ day
of _____, 2004

by and between COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Hospital").

WHEREAS, pursuant to the provisions of the Public Health and Social Security Emergency Funds (Section 319 of the Public Health Services Act, 42 U.S.C.247d), the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA) awarded a grant to County, and accepted in October 2003, for the use, or distribution of funds to all 9-1-1 receiving hospitals under administration of County in connection and in accordance with the HRSA Bioterrorism Hospital Preparedness Program (Program), to support County and hospital activities related to countering potential terrorism threats to civilian populations; and

WHEREAS, Hospital is a 9-1-1 receiving hospital and is licensed in accordance with the requirements of the California Health Facilities Licensure Act (Health and Safety Code ("HSC") sections 1250, et seq.) and the regulations promulgated pursuant thereto, and is equipped, staffed, and willing to provide

bioterrorism medical care and treatment for and in consideration of funds or equipment provided for use by Hospital under this Agreement and upon the conditions hereinafter set forth; and

WHEREAS, this Agreement is authorized by provisions of the Emergency Supplemental Appropriations for Recovery from and Response to Terrorist Attacks on the United States Act, 2002, Public Law 107-117.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. GOVERNING LAWS: Provisions of this Agreement relating to the terms and conditions of disbursement of HRSA funds to Hospital shall be construed in accordance with the Public Health and Social Services Emergency Fund (hereinafter "governing laws").

Any provision of this Agreement which may conflict with the governing laws is hereby amended to conform to the provisions of the governing laws. Any amendment to the governing laws, to the extent it affects a term or condition of this Agreement, shall also be deemed to amend this Agreement as determined by County on the effective date of such amendment, even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

2. BASIS AND PURPOSE: The basis of this Agreement is the desire and intention of the parties to cooperate in the

development, implementation, and evaluation of hospital bioterrorism preparedness. Its purpose is to establish, in a manner reflective of such cooperative basis that (a) appropriate response to bioterrorism is rendered by each hospital; (b) the specific duties and responsibilities of the parties with respect to bioterrorism preparedness as expressed herein are addressed and (c) appropriate procedures are implemented to respond to a bioterrorism event.

3. DESCRIPTION OF SERVICES: Hospital shall provide the services described in Exhibits A, B, C, D and E, attached hereto and incorporated herein by reference.

4. TERM AND TERMINATION:

A. This Agreement shall commence effective upon Board approval and shall remain in full force and effect to and including March 31, 2005.

B. In the event of any termination of this Agreement, Hospital shall return any equipment and/or funding they have received to date.

C. County may terminate or suspend this Agreement immediately if Hospital's license to operate its facility hereunder is revoked or suspended, Hospital's emergency department is closed, or Hospital ceases functioning as a 9-1-1 receiving hospital.

D. Notwithstanding any other provision of this

Agreement, either party may terminate this Agreement for any reason (with or without cause) by giving the other party at least sixty (60) calendar days prior written notice thereof.

5. WORK:

A. Pursuant to the provisions of this Agreement, Hospital shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit A.

B. If Hospital provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Hospital, and Hospital shall have no claim whatsoever against the County.

6. MAXIMUM COUNTY OBLIGATION: County's maximum payment obligation for Hospital Services provided hereunder shall not exceed the sum of the total dollar amount made available by HRSA to County for Hospital under the Program.

The payment obligations of County under this Agreement are at all times contingent upon receipt by County of HRSA funding, sufficient to compensate Hospital and all other participating contract hospital providers under the Program.

7. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and

Hospital and is not intended, and shall not be construed to create the relationship of, agent, servant, employee, partnership, joint venture, or association, as between County and Hospital.

B. Hospital understands and agrees that all persons furnishing hospital services on behalf of Hospital under this Agreement are, for purposes of workers' compensation liability, not the responsibility of County.

C. Hospital shall bear the sole responsibility and liability for any and all worker's compensation benefits which are legally required to be paid to any person for injuries arising from, or connected with, services performed on behalf of Hospital pursuant to this Agreement.

8. INDEMNIFICATION: Hospital shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, cost, and expenses (including attorney and expert witness fees), arising from or connected with Hospital's acts and/or omissions arising from and/or relating to this Agreement.

9. GENERAL INSURANCE REQUIREMENTS: Without limiting Hospital's indemnification of County and during the term of this Agreement, Hospital shall provide and maintain, and shall require all of its subcontractors to maintain, the following

programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Hospital's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Hospital to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Hospital to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Hospital to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Hospital resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Hospital, County may deduct from sums due

to Hospital any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:

Hospital shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Hospital and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third-party claim or lawsuit filed against Hospital arising from or related to services performed by Hospital under this Agreement.

(3) Any injury to a Hospital employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Hospital under the terms of this Agreement.

E. Compensation for County Costs: In the event that Hospital fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure

to comply results in any costs to County, Hospital shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Hospital shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Hospital providing evidence of insurance covering the activities of subcontractors, or

(2) Hospital providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident.

Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability:

Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Hospital is responsible. If Hospital's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Hospital is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 Million

Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Hospital, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon

expiration or earlier termination or cancellation of this Agreement.

11. ADMINISTRATION AND MONITORING:

A. Director shall have the authority to administer this Agreement on behalf of County.

B. Hospital extends to Director and to authorized representatives of the County, the right to review and monitor Hospital's programs and procedures, and to inspect its facilities for contractual compliance at any time with reasonable notice.

12. RECORDS AND AUDITS:

A. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Hospital, Hospital shall fully cooperate with such representatives. Hospital shall allow County representatives access to all pertinent financial and other reports, and shall allow photocopies to be made of these documents utilizing Hospital's photocopier, for which County shall reimburse Hospital its customary charge for record copying services, if requested. Such audit/compliance review shall not extend to records of medical staff or peer review committees.

An exit conference shall be held following the performance of any such audit/compliance review at which

time the results shall be discussed with Hospital. Hospital shall be provided with a copy of any written evaluation reports.

B. Availability of Personnel, Facilities, Protocols: Hospital shall make its personnel, facilities, and decontamination protocols available to assist with the inspection at reasonable times by authorized representatives of Director, to verify compliance with applicable standards and regulations and with the terms of this Agreement.

13. NONDISCRIMINATION IN SERVICES: Hospital shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental disability, or medical condition, in accordance with applicable requirements of State and Federal law.

14. NONDISCRIMINATION IN EMPLOYMENT: Hospital's and its contractors, as ensued by Hospital, employment practices and policies shall also meet all applicable State and Federal nondiscrimination requirements.

15. CONFIDENTIALITY: Hospital agrees to maintain the confidentiality of its records, including billings, in accordance with all applicable State, Federal, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Hospital shall inform all of its officers, employees, and agents, and others providing services hereunder of said confidentiality

provisions. County shall maintain the confidentiality of patient medical records made available hereunder in accordance with the customary standards and practices of governmental third-party payers.

16. LICENSES: Hospital shall obtain and maintain, during the term of this Agreement, all appropriate licenses required by law for the operation of its facility and for the provision of services hereunder. Hospital, in its operation, shall also comply with all applicable local, State, and Federal statutes, ordinances, and regulations.

17. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Hospital shall use its best efforts to ensure that no employee or physician will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

18. UNLAWFUL SOLICITATION: Hospital shall inform all of its employees of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its employees. Hospital agrees that if a patient requests

assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

19. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him or her to influence the award or County administration of this Agreement or any competing agreement shall participate in the negotiation of this Agreement. No County employee with a spouse or economic dependent employed in any capacity by Hospital herein, shall participate in the negotiation of this Agreement, or have an direct or indirect financial interest in this Agreement.

No officer, subcontractor, agent, or employee of Hospital who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

20. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION: Hospital shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally

approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Hospital may have against County and shall be subject to set off, recoupment, or other reduction for any claims which County may have against Hospital, whether under this Agreement or otherwise.

Shareholders or partners, or both, of Hospital may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Hospital to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Hospital on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other

work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

21. FAIR LABOR STANDARDS: Hospital shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Hospital's employees for which County may be found jointly or solely liable.

22. EMPLOYMENT ELIGIBILITY VERIFICATION: Hospital warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Hospital shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Hospital shall retain such documentation for all covered employees for the period prescribed

by law. Hospital shall indemnify, defend, and hold harmless County, its officers, agents, and employees from employer sanctions and any other liability which may be assessed against Hospital or County in connection with an alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

23. MERGER PROVISION: This contract document and its attachments fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement of the parties. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

24. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

25. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall

not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

26. MAINTENANCE OF STATUS: As a condition of receiving HRSA monies hereunder, Hospital promises to maintain through the Agreement term at least the same number and designation of emergency room and trauma care permits it held on January 1, 2003.

27. RECOVERY OF PAYMENT/EQUIPMENT: Hospital shall return monies and/or equipment provided by County, if Hospital fails to establish a decontamination team. Compliance to be determined at the sole discretion of the County.

28. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Hospital's services under this Agreement, Hospital shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

29. COUNTY LOBBYISTS: Hospital and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Hospital, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter

2.160. Failure on the part of Hospital or any County lobbyist or County lobbying firm retained by Hospital to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

30. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Hospital's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Hospital's compliance with all contract terms and performance standards. Hospital deficiencies which County determines are severe or continuing and that may place performance of Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Hospital. If improvement does not occur consistent with the corrective action measures County may terminate this Agreement or impose other penalties as specified in this Agreement.

31. HOSPITAL'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Hospital recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Hospital during any riot,

insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Hospital for which Director may suspend or County may immediately terminate this Agreement.

32. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Hospital shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Hospital's facilities shall include a review of compliance with the provisions of this Paragraph.

33. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Hospital, immediately terminate the right of Hospital to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Hospital, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Hospital's performance

pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Hospital as it could pursue in the event of default by the Hospital.

Hospital shall immediately report any attempt by a County officer, or employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

34. HOSPITAL'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Hospital agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given consideration of employment as Hospital vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire

any rights as a third party beneficiary of this Agreement.

35. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Hospital require additional or replacement personnel after the effective date of this Agreement, Hospital shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Hospital's minimum qualifications for the open position. County will refer GAIN participants by job category to Hospital.

36. HOSPITAL'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Hospital acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200 and without limiting Hospital's duty under this Agreement to comply with all applicable provisions of law, Hospital warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement

all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) . .

Within thirty (30) calendar days of the effective date of this Agreement, Hospital shall submit to County's CSSD a completed Principal Owner Information ("POI") Form, Exhibit B, attached hereto, and incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to Hospital's Principal Owners; (2) Hospital has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Hospital has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the CHILD SUPPORT COMPLIANCE PROGRAM ("CSCP") CERTIFICATION, Exhibit C, also attached hereto, and incorporated herein by reference.

Failure of Hospital to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to County's CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

37. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM :

Failure of Hospital to maintain compliance with the requirements set forth in the HOSPITAL'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Hospital under this Agreement..

Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the Term and Termination Paragraphs of this Agreement.

38. HOSPITAL'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO

CHILD SUPPORT ENFORCEMENT: Hospital acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Hospital understands that it is County's policy to encourage all County Hospitals to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Hospital's place of business. County's CSSD will supply Hospital with the poster to be used.

39. HOSPITAL'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY

FUNDED PROGRAM: Hospital hereby warrants that neither it nor any of its staff members is restricted or excluded from providing

services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Hospital will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Hospital or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Hospital or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Hospital shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Hospital or its staff members from such participation in a Federally funded health care program.

Failure by Hospital to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

40. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Hospital shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice

1015.

41. HOSPITAL RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Hospital is hereby notified that, in accordance Chapter 2.202 of the County Code, if County acquires information concerning the performance of Hospital under this Agreement or other contracts, which indicates that Hospital is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Hospital from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Hospital may have with County.

C. County may debar Hospital if the Board of Supervisors finds, in its discretion, that Hospital has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Hospital's quality, fitness, or capacity to perform a contract with County or nay other public entity, or engaged in a pattern or practice

which negatively reflects on same, (3) committed an act or offense which indicates an act of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Hospital may be subject to debarment, Director will notify Hospital in writing of the evidence which is the basis for the proposed debarment and will advise Hospital of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Hospital or Hospital's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Hospital should be debarred, and, if so, the appropriate length of time of the debarment. If Hospital fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Hospital shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to

modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Hospital, vendor, or principal owner of Hospital, as defined in Chapter 2.202 of the County Code.

42. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA'). Hospital understands and agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Hospital understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that it is separately and independently responsible for

compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Hospital's behalf. Hospital has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Hospital's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

HOSPITAL AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.

43. COMPLIANCE WITH APPLICABLE LAW: Hospital shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

Hospital shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the

Hospital or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

44. COMPLIANCE WITH CIVIL RIGHTS LAWS: Hospital hereby assures that it will comply with all applicable provisions of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Hospital shall comply with Exhibit D, Contractor's EEO Certification, attached hereto and incorporated herein by reference.

45. COMPLIANCE WITH HRSA GRANT: Hospital agrees to comply with all terms and conditions, to the extent applicable, as set forth in HRSA grant for the Program, a copy of which is attached as Exhibit E.

46. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Agreement agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder

shall be exclusively in the County of Los Angeles.

47. SUBCONTRACTING:

A. The requirements of this Agreement may not be subcontracted by the Hospital without the advance approval of the County. Any attempt by Hospital to subcontract without prior consent of the County may be deemed a material breach of this Agreement.

B. If Hospital desires to subcontract, Hospital shall provide the following information promptly at the County's request:

1. A description of the work to be performed by the subcontractor.
2. A draft copy of the proposed subcontract; and
3. Other pertinent information and/or certifications requested by the County.

C. Hospital shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Hospital employees.

D. Hospital shall remain fully responsible for all performances required of it under this Agreement, including those that Hospital has determined to subcontract, notwithstanding the County's approval of Hospital's proposed subcontract.

E. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Hospital is responsible to notify its subcontractors of this County right.

F. The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

G. Hospital shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

H. Hospital shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Hospital shall ensure delivery of all such document to: County of Los Angeles, Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor East, Los Angeles, California 90012, before any subcontractor employee may perform any work hereunder.

48. TERMINATION FOR DEFAULT:

A. The County may, by written notice to Hospital, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director.

1. Hospital has materially breached this Agreement;

2. Hospital fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

3. Hospital fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

B. In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 48A above, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Hospital shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar

goods and services. Hospital shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

C. Except with respect to defaults of any subcontractor, Hospital shall not be liable for any such excess costs of the type identified in the subparagraph above if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Hospital. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform must be beyond the control and without the fault or negligence of Hospital. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Hospital and subcontractor, and without the fault or negligence of either of them, Hospital shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Hospital to meet the required performance schedule. As used

in this Subparagraph 48C, the terms subcontractor and subcontractors: mean subcontractor(s) at any tier.

D. If, after the County has given notice of termination under the provisions of this Sub-paragraph 48, it is determined by the County that Hospital was not in default under the provisions of this Sub-paragraph 48, or that the default was excusable under the provisions of Sub-paragraph 48C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 4B, Term and Termination.

E. The rights and remedies of the County provided in this Sub-paragraph 48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

49. WAIVER: No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

50. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Hospital shall notify and provide to its employees, and

shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby. The fact sheet set forth in Exhibit F, attached hereto and incorporated herein by reference, of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

51. HOSPITAL'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Hospital acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Hospital understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Hospital's place of business. Hospital will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Hospital with the poster to be used.

52. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Hospital shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Hospital after the expiration or other termination of this Agreement. Should

Hospital receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Hospital. This provision shall survive the expiration or other termination of this Agreement.

53. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Hospital agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Hospital under this Agreement.

54. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the persons named. County's Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by a party by giving at least ten (10) calendar days prior written notice thereof to the other.

A. Notices to County shall be addressed as follows:

To County: Department of Health Services

Contracts and Grants Division
313 North Figueroa Street
Sixth Floor - East
Los Angeles, California 90012

Attention: Division Chief

Department of Health Services
Emergency Medical Services Division
5555 Ferguson Drive, Suite 220
Commerce, California 90022

Attention: Division Chief

Department of Health Services
Financial Services
313 North Figueroa Street - Room 534
Los Angeles, California 90012

Attention: Financial Officer

Auditor-Controller
Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Auditor-Controller

B. Notice to Hospital shall be addressed as follows:

To Hospital: _____

Attention: _____

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

/

Director of Health Services, and Hospital has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Hospital

By _____
Signature

Printed Name

Title _____

Date _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

AGREECD3227.CBA
cba:02/26/04

EXHIBIT A

HOSPITAL BIOTERRORISM PREPAREDNESS
BASIC AGREEMENT
HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS)

STATEMENT OF WORK

I. HOSPITAL RECEIVABLES:

Hospital shall receive from the County: (a) standardized personal protective equipment (PPE) worth approximately Thirteen Thousand, Five Hundred Dollars (\$13,500) or Thirteen Thousand, Five Hundred Dollars (\$13,500) if Hospital demonstrates that Hospital owns all comparable equipment as determined by County; both in type and quantity; (b) 20 hours of Decontamination Operations level training for the decontamination team to prepare the team to handle ambulatory converging patients requiring decontamination or equivalent training program approved by County; and, (c) consultation regarding decontamination team development; and (d) funding in the amount of Sixteen Thousand, Five Hundred Dollars (\$16,500) to off-set the cost of staff training.

HOSPITAL DELIVERABLES:

Hospital shall: (a) store, secure and maintain PPE and replace as needed to ensure a constant state of readiness; (b) identify Hospital personnel for a decontamination team that provides coverage 24 hours a day, 365 days a year; and (c) arrange for training that will prepare the team to handle ambulatory converging patients requiring decontamination; (d)

identify a Safety Officer to provide for the safety of the decontamination team; (e) have a respiratory protection program meeting OSHA requirements and provide medical monitoring of personnel to ensure safety of decontamination team members; (f) conduct team practice/refresher training on at least a quarterly basis involving all decontamination team members and conduct at least one (1) decontamination drill/exercise annually; (g) participate in all the countywide exercises to ensure Hospital preparedness; (h) make available decontamination capabilities for patient bioterrorism medical care and treatment; (i) provide training to hospital staff in the area of Medical Management of Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Casualties, and Hospital Emergency Incident Command System (HEICS); (j) cooperate in a survey regarding Hospital Information Technology (IT) capabilities to be conducted by County e.g., (Public Health); and, (k) identify a clinician contact to work with County Public Health. The clinician contact shall ensure that the Hospital is reporting communicable diseases and shall be the Hospital contact in the event of a disease outbreak and/or bioterrorism incident. Additionally, a Hospital liaison for other terrorist incidents shall be identified.

Upon expiration or early termination of this Agreement, Hospital shall continue to store, secure and maintain PPE for so

long as such PPE is fit for use. Hospital further agrees to provide County or its designees with immediate access upon request in response to or for the purpose of otherwise countering potential/actual terrorism threats. County or its designees shall also have access to such PPE upon reasonable request and advance notice for purposes of inspection, or otherwise monitoring inventory.

AGREECD3227.CBA
cba:03/16/04

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the Child Support Services Department information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each Principal Owner, the information which must be provided to the Child Support Services Department is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

Contractor or Association Name as Shown on Bid or Proposal: _____

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: _____

Telephone: _____ FAX: _____

County Department Receiving Bid or Proposal: _____

Type of Goods or Services To Be Provided: _____

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I. ☐ No natural person owns an interest of 10 percent or more in this Contractor.
II. ☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

	<u>Name of Principal Owner</u>	<u>Title</u>	<u>Payment Received From Contractor</u>	
1.	_____	_____	[YES]	[NO]
2.	_____	_____	[YES]	[NO]
3.	_____	_____	[YES]	[NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: _____ Date: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

(Print Name)

(Title/Position)

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

(print name as shown in bid or proposal) _____, hereby submit this certification to the (County department) _____, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) _____, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) _____

in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

-) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
-) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
-) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____
(Month and Year)

(City/State)

(Telephone No.)

Y: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

CONFIRMATION OF CONTRACTOR COMPLIANCE

check appropriate boxes)

☐ To ☐ From Child Support Services Department
Special Projects
FAX: (323) 869-0634 Telephone: (323) 832-7277 or (323) 832-7276

☐ From ☐ To Department Contact Person:

Department Name: _____

FAX: _____

Telephone: _____

☐ Departmental Request

Date: _____

Please confirm receipt of the Principal Owner Information Form from the following contractor as certified in the Child Support Compliance Program Certification:

Contractor Name as Shown on the Bid or Proposal: _____

Contractor Address: _____

Phone No.: _____ FAX: _____

Name of Person Certifying Submission: _____

Date of Contractor Certification: _____

☐ Child Support Services Department Response

Date: _____

The Principal Owner Information Form: ☐ Has been received and approved.

☐ Has not been received. Contractor cannot document timely submission. Contractor may be deemed non-responsible.

Signature of Person Completing this Confirmation: _____

Print Name: _____

Phone Number: _____

REQUIRED FORMS - EXHIBIT 11
CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central

point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management
 Office of Grants Management
 Office of the Assistant Secretary for Management and Budget
 Department of Health and Human Services
 200 Independence Avenue, S.W., Room 517-D
 Washington, D.C. 20201

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the under-

signed, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

No shame.

No blame.

No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

Contract # _____

**NATIONAL BIOTERRORISM HOSPITAL PREPAREDNESS PROGRAM
EXPANDED AGREEMENT
(HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS)**

THIS AGREEMENT is made and entered into this _____ day
of _____, 2004

by and between COUNTY OF LOS ANGELES
(hereafter "County"),

and _____
(hereafter "Hospital").

WHEREAS, pursuant to the provisions of the Public Health and Social Security Emergency Funds (Section 319 of the Public Health Services Act, 42 U.S.C.247d), the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA) awarded a grant to County, and accepted in October 2003, for the use, or distribution of funds to all 9-1-1 receiving hospitals, under administration of County in connection and in accordance with the HRSA Bioterrorism Hospital Preparedness Program (Program), to support County and Hospital activities related to countering potential terrorism threats to civilian populations; and

WHEREAS, Hospital is a 9-1-1 receiving hospital and is licensed in accordance with the requirements of the California Health Facilities Licensure Act (Health and Safety Code ("HSC") sections 1250, et seq.) and the regulations promulgated pursuant thereto, and is equipped, staffed, and willing to provide bioterrorism medical care and treatment for and in consideration

of funds or equipment provided for use by Hospital under this Agreement and upon the conditions hereinafter set forth; and

WHEREAS, this Agreement is authorized by provisions of the Emergency Supplemental Appropriations for Recovery from and Response to Terrorist Attacks on the United States Act, 2002, Public Law 107-117; and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. GOVERNING LAWS: Provisions of this Agreement relating to the terms and conditions of disbursement of HRSA funds to Hospital shall be construed in accordance with the Public Health and Social Services Emergency Fund (hereinafter "governing laws").

Any provision of this Agreement which may conflict with the governing laws is hereby amended to conform to the provisions of the governing laws. Any amendment to the governing laws, to the extent it affects a term or condition of this Agreement, shall also be deemed to amend this Agreement as determined by County on the effective date of such amendment, even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

2. BASIS AND PURPOSE: The basis of this Agreement is the desire and intention of the parties to cooperate in the development, implementation, and evaluation of hospital bioterrorism preparedness. Its purpose is to establish, in a manner reflective of such cooperative basis that (a) appropriate

response to bioterrorism is rendered by each hospital; (b) the specific duties and responsibilities of the parties with respect to bioterrorism preparedness as expressed herein are addressed and (c) appropriate procedures are implemented to respond to a bioterrorism event.

3. DESCRIPTION OF SERVICES: Hospital shall provide the services described in Exhibits A, B, C, D and E, attached hereto and incorporated herein by reference.

4. TERM AND TERMINATION:

A. This Agreement shall commence effective upon Board approval and shall remain in full force and effect to and including March 31, 2005.

B. In the event of any termination of this Agreement, Hospital shall return any equipment and/or funding they have received to date.

C. County may terminate or suspend this Agreement immediately if Hospital's license to operate its facility hereunder is revoked or suspended, Hospital's emergency department is closed, or Hospital ceases functioning as a 9-1-1 receiving hospital.

D. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement for any reason (with or without cause) by giving the other party at least sixty (60) calendar days prior written notice thereof.

5. WORK:

A. Pursuant to the provisions of this Agreement, Hospital shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit A.

B. If Hospital provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Hospital, and Hospital shall have no claim whatsoever against the County.

6. MAXIMUM COUNTY OBLIGATION: County's maximum payment obligation for Hospital Services provided hereunder shall not exceed the sum of the total dollar amount made available by the HRSA to County for Hospital.

The payment obligations of County under this Agreement are at all times contingent upon receipt by County of HRSA funding, sufficient to compensate Hospital and all other participating contract Hospital providers under the Hospital Bioterrorism Preparedness program.

7. BILLING AND PAYMENT: Billing and payment by County for the fixed turnkey, warm water decontamination capabilities pursuant to this Agreement shall be done upon Hospital submitting plans for the construction.

8. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Hospital and is not intended, and shall not be construed to

create the relationship of, agent, servant, employee, partnership, joint venture, or association, as between County and Hospital.

B. Hospital understands and agrees that all persons furnishing hospital services on behalf of Hospital under this Agreement are, for purposes of workers' compensation liability, not the responsibility of County.

C. Hospital shall bear the sole responsibility and liability for any and all worker's compensation benefits which are legally required to be paid to any person for injuries arising from, or connected with, services performed on behalf of Hospital pursuant to this Agreement.

9. INDEMNIFICATION: Hospital shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, cost, and expenses (including attorney and expert witness fees), arising from or connected with Hospital's acts and/or omissions arising from and/or relating to this Agreement.

10. GENERAL INSURANCE REQUIREMENTS: Without limiting Hospital's indemnification of County and during the term of this Agreement, Hospital shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and

such coverage shall be provided and maintained at Hospital's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Hospital to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Hospital to provide a bond

guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Hospital to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Hospital resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Hospital, County may deduct from sums due to Hospital any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Hospital shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the

filing of a claim or lawsuit against Hospital and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third-party claim or lawsuit filed against Hospital arising from or related to services performed by Hospital under this Agreement.

(3) Any injury to a Hospital employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Hospital under the terms of this Agreement.

E. Compensation for County Costs: In the event that Hospital fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Hospital shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Hospital shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Hospital providing evidence of insurance covering the activities of subcontractors, or

(2) Hospital providing evidence submitted by

subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

11. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability:
Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Hospital is responsible. If Hospital's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Hospital is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 Million

Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Hospital, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

12. ADMINISTRATION AND MONITORING:

A. Director shall have the authority to administer this Agreement on behalf of County.

B. Hospital extends to Director and to authorized representatives of the County, the right to review and monitor Hospital's programs and procedures, and to inspect its facilities for contractual compliance at any time with reasonable notice.

13. RECORDS AND AUDITS:

A. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Hospital, Hospital shall fully cooperate with such representatives. Hospital shall allow County

representatives access to all pertinent financial and other reports, and shall allow photocopies to be made of these documents utilizing Hospital's photocopier, for which County shall reimburse Hospital its customary charge for record copying services, if requested. Such audit/compliance review shall not extend to records of medical staff or peer review committees.

An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Hospital. Hospital shall be provided with a copy of any written evaluation reports.

B. Availability of Personnel, Facilities, Protocols: Hospital shall make its personnel, facilities, and decontamination protocols available to assist with the inspection at reasonable times by authorized representatives of Director, to verify compliance with applicable standards and regulations and with the terms of this Agreement.

14. NONDISCRIMINATION IN SERVICES: Hospital shall not, discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental disability, or medical condition, in accordance with applicable requirements of State and Federal law.

15. NONDISCRIMINATION IN EMPLOYMENT: Hospital's and its Hospitals, as ensued by Hospital, employment practices and policies shall also meet all applicable State and Federal nondiscrimination requirements.

16. CONFIDENTIALITY: Hospital agrees to maintain the confidentiality of its records, including billings, in accordance with all applicable State, Federal, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Hospital shall inform all of its officers, employees, and agents, and others providing services hereunder of said confidentiality provisions. County shall maintain the confidentiality of patient medical records made available hereunder in accordance with the customary standards and practices of governmental third-party payers.

17. LICENSES: Hospital shall obtain and maintain, during the term of this Agreement, all appropriate licenses required by law for the operation of its facility and for the provision of services hereunder. Hospital, in its operation, shall also comply with all applicable local, State, and Federal statutes, ordinances, and regulations.

18. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Hospital shall use its best efforts to ensure that no employee or physician will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

19. UNLAWFUL SOLICITATION: Hospital shall inform all of its employees of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and

shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its employees. Hospital agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

20. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him or her to influence the award or County administration of this Agreement or any competing agreement shall participate in the negotiation of this Agreement. No County employee with a spouse or economic dependent employed in any capacity by Hospital herein, shall participate in the negotiation of this Agreement, or have an direct or indirect financial interest in this Agreement.

No officer, subcontractor, agent, or employee of Hospital who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

21. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION: Hospital shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally

approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Hospital may have against County and shall be subject to set off, recoupment, or other reduction for any claims which County may have against Hospital, whether under this Agreement or otherwise.

Shareholders or partners, or both, of Hospital may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Hospital to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Hospital on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

22. FAIR LABOR STANDARDS: Hospital shall comply with all applicable provisions of the Federal Fair Labor Standards Act; and shall indemnify, defend, and hold harmless County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Hospital's employees for which County may be found jointly or solely liable.

23. EMPLOYMENT ELIGIBILITY VERIFICATION: Hospital warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Hospital shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Hospital shall retain such documentation for all covered employees for the period prescribed by law. Hospital shall indemnify, defend, and hold harmless County, its officers, agents, and employees from employer sanctions and any other liability which may be assessed against Hospital or County in connection with an alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

24. MERGER PROVISION: This contract document and its attachments fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement of the parties. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

25. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

26. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

27. MAINTENANCE OF STATUS: As a condition of receiving HRSA monies hereunder, Hospital promises to maintain through the Agreement term at least the same number and designation of emergency room and trauma care permits it held on January 1, 2003.

28. RECOVERY OF PAYMENT/EQUIPMENT: Hospital shall return monies and/or equipment provided to Hospital hereunder for any of the reasons, compliance to be determined at the sole discretion of the County, which follow:

(a) If Hospital fails to establish a decontamination team, Hospital shall return the PPE received by the Hospital; or

(b) If Hospital fails to develop decontamination capability, as previously described, County shall be reimbursed the total amount Hospital was funded.

29. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Hospital's services under this Agreement, Hospital shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

30. COUNTY LOBBYISTS: Hospital and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Hospital, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Hospital or any County lobbyist or County lobbying firm retained by Hospital to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

31. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Hospital's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Hospital's compliance with all contract terms and performance standards. Hospital deficiencies which County determines are severe or continuing and that may place performance of Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Hospital. If improvement does not occur consistent with the corrective action measures County may terminate this Agreement or impose other penalties as specified in this Agreement.

32. HOSPITAL'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Hospital recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Hospital during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Hospital for which Director may suspend or County may immediately terminate this Agreement.

33. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Hospital shall assure that the locations where services are provided under provisions of this Agreement are operated at all

times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Hospital's facilities shall include a review of compliance with the provisions of this Paragraph.

34. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Hospital, immediately terminate the right of Hospital to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Hospital, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Hospital's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Hospital as it could pursue in the event of default by the Hospital.

Hospital shall immediately report any attempt by a County officer, or employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the

form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

35. HOSPITAL'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Hospital agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given consideration of employment as Hospital vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

36. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Hospital require additional or replacement personnel after the effective date of this Agreement, Hospital shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Hospital's minimum qualifications for the open position. County will refer GAIN participants by job category to Hospital.

37. HOSPITAL'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Hospital acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200 and without limiting Hospital's duty under this Agreement to comply with all applicable provisions of law, Hospital warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of the effective date of this Agreement, Hospital shall submit to County's CSSD a completed Principal Owner Information ("POI") Form, Exhibit B, attached hereto and incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to Hospital's Principal Owners; (2) Hospital has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Hospital has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the

Child Support Compliance Program ("CSCP") CERTIFICATION, Exhibit C, also attached hereto and incorporated herein by reference.

Failure of Hospital to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to County's CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

38. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM :

Failure of Hospital to maintain compliance with the requirements set forth in the HOSPITAL'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Hospital under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the Term and Termination Paragraphs of this Agreement.

39. HOSPITAL'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Hospital acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Hospital understands that it is County's policy to encourage all County Hospitals to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Hospital's place of business. County's CSSD will supply Hospital with the

poster to be used.

40. HOSPITAL'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Hospital hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Hospital will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Hospital or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Hospital or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Hospital shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Hospital or its staff members from such participation in a Federally funded health care program.

Failure by Hospital to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

41. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Hospital shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with

the requirements set forth in Internal Revenue Service Notice 1015.

42. HOSPITAL RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Hospital is hereby notified that, in accordance Chapter 2.202 of the County Code, if County acquires information concerning the performance of Hospital under this Agreement or other contracts, which indicates that Hospital is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Hospital from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Hospital may have with County.

C. County may debar Hospital if the Board of Supervisors finds, in its discretion, that Hospital has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Hospital's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates an act of business integrity or

business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Hospital may be subject to debarment, Director will notify Hospital in writing of the evidence which is the basis for the proposed debarment and will advise Hospital of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Hospital or Hospital's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Hospital should be debarred, and, if so, the appropriate length of time of the debarment. If Hospital fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Hospital shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Hospital, vendor, or principal owner of Hospital, as defined in Chapter 2.202 of the County Code.

43. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND

ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA'). Hospital understands and agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Hospital understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Hospital's behalf. Hospital has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Hospital's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

HOSPITAL AND COUNTY UNDERSTAND AND AGREE THAT EACH IS

INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.

44. COMPLIANCE WITH APPLICABLE LAW: Hospital shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

Hospital shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Hospital or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

45. COMPLIANCE WITH CIVIL RIGHTS LAWS: Hospital hereby assures that it will comply with all applicable provisions of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or

national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Hospital shall comply with Exhibit D, Hospital's EEO Certification, attached hereto and incorporated herein as referenced.

46. COMPLIANCE WITH HRSA GRANT: Hospital agrees to comply with all terms and conditions, to the extent applicable, as set forth in HRSA grant for the Program, a copy of which is attached as Exhibit E.

47. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Agreement agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and, further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

48. SUBCONTRACTING:

A. The requirements of this Agreement may not be subcontracted by the Hospital without the advance approval of the County. Any attempt by Hospital to subcontract without prior consent of the County may be deemed a material breach of this Agreement.

B. If Hospital desires to subcontract, Hospital shall

provide the following information promptly at the County's request:

1. A description of the work to be performed by the subcontractor.
2. A draft copy of the proposed subcontract; and
3. Other pertinent information and/or certifications requested by the County.

C. Hospital shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Hospital employees.

D. Hospital shall remain fully responsible for all performances required of it under this Agreement, including those that Hospital has determined to subcontract, notwithstanding the County's approval of Hospital's proposed subcontract.

E. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Hospital is responsible to notify its subcontractors of this County right.

F. The County's Project Director is authorized to act for and on behalf of the County with respect to approval of

any subcontract and subcontractor employees.

G. Hospital shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

H. Hospital shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Hospital shall ensure delivery of all such document to: County of Los Angeles, Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor East, Los Angeles, California 90012, before any subcontractor employee may perform any work hereunder.

49. TERMINATION FOR DEFAULT:

A. The County may, by written notice to Hospital, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director.

1. Hospital has materially breached this Agreement;

2. Hospital fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

3. Hospital fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

B. In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph above, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Hospital shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. Hospital shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

C. Except with respect to defaults of any subcontractor, Hospital shall not be liable for any such excess costs of the type identified in the subparagraph above if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Hospital. Such causes may include, but are not limited to:

acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform must be beyond the control and without the fault or negligence of Hospital. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Hospital and subcontractor, and without the fault or negligence of either of them, Hospital shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Hospital to meet the required performance schedule. As used in this Subparagraph 49C, the terms subcontractor and subcontractors: mean subcontractor(s) at any tier.

D. If, after the County has given notice of termination under the provisions of this Sub-paragraph 47D, it is determined by the County that Hospital was not in default under the provisions of this Sub-paragraph 49D, or that the default was excusable under the provisions of Sub-paragraph 49B, the rights and obligations of the parties shall be the same as if the notice of termination had been

issued pursuant to Sub-paragraph

E. The rights and remedies of the County provided in this Sub-paragraph 49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

50. WAIVER: No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

51. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Hospital shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby. The fact sheet set forth in Exhibit F, attached hereto and incorporated herein by reference, of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

52. HOSPITAL'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Hospital acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Hospital understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Hospital's place of business. The Hospital will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Hospital with the poster to be used.

53. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Hospital shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Hospital after the expiration or other termination of this Agreement. Should Hospital receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Hospital. This provision shall survive the expiration or other termination of this Agreement.

54. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Hospital agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Hospital under this Agreement.

55. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the persons named. County's Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by a party by giving at least ten (10) calendar days prior written notice thereof to the other.

A. Notices to County shall be addressed as follows:

To County: Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
Sixth Floor - East
Los Angeles, California 90012

Attention: Interim Division Chief

Department of Health Services
Emergency Medical Services Division
5555 Ferguson Drive, Suite 220
Commerce, California 90022

Attention: Division Chief

Department of Health Services
Financial Services
313 North Figueroa Street - Room 534
Los Angeles, California 90012

Attention: Financial Officer

Auditor-Controller
Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Auditor-Controller

B. Notice to Hospital shall be addressed as follows:

To Hospital: _____

Attention: _____

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

/

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/

Director of Health Services, and Hospital has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Hospital

By _____
Signature

Printed Name

Title _____

Date _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

AGREECD3228.CBA
cba:02/26/04

HOSPITAL BIOTERRORISM PREPAREDNESS
EXPANDED AGREEMENT
(HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS)

STATEMENT OF WORK

I. HOSPITAL RECEIVABLES:

Hospital shall receive from the County: (a) standardized personal protective equipment (PPE) worth approximately Thirteen Thousand, Five Hundred Dollars (\$13,500) or Thirteen Thousand, Five Hundred Dollars (\$13,500) in funding if Hospital demonstrates to the satisfaction of the County that Hospital owns all comparable equipment; both in type and quantity; (b) 20 hours of Decontamination Operations level training, as conducted by the County or otherwise meeting the standards of California Occupational Safety and Health Administration (OSHA), for the decontamination team to prepare the team to handle ambulatory converging patients requiring decontamination; (c) consultation regarding decontamination team development and decontamination capability plans; and, d) funding being a minimum of Forty-Four Thousand, Two Hundred and Twenty Dollars (\$44,220) towards the development and construction/installation of a fixed, turnkey, warm water decontamination facility/improvement/apparatus capable of decontaminating 50 ambulatory individuals per hour; (d) additional funding being a maximum of Fifty Thousand Dollars (\$50,000) to off-set actual expenses, over the initial Forty-Four Thousand, Two Hundred and Twenty Dollars (\$44,220), that were incurred in the development and construction/installation of a

fixed, turnkey, warm water casualty decontamination facility/improvement/apparatus; and (e) funding in the amount of Twenty-Six Thousand, Five Hundred Dollars (\$26,500) to off-set the cost of staff training.

II. HOSPITAL DELIVERABLES:

Hospital shall: (a) store, secure and maintain PPE and replace as needed to ensure a constant state of readiness; (b) identify hospital personnel for a decontamination team that provides coverage 24 hours a day, 365 days a year; c) arrange for training that will prepare the team to handle ambulatory converging patients requiring decontamination; (d) identify a Safety Officer to provide for the safety of the decontamination team; (e) have a respiratory protection program meeting OSHA requirements and provide medical monitoring of personnel to ensure safety of decontamination team members; (f) conduct team practice/refresher training on at least a quarterly basis involving all decontamination team members and conduct at least one (1) decontamination drill/exercise annually; g) participate in all countywide exercises to ensure hospital preparedness; (h) consult with County on the development of a mass casualty decontamination facility capable of providing patients bioterrorism medical care and treatment and demonstrate final plans prior to receipt of funds; (i) provide training to hospital staff in the areas of Medical Management of Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Casualties and Hospital Incident Command System (HEICS); (j) cooperate in a

survey regarding Hospital Information Technology (IT) capabilities conducted by the County (e.g., Public Health); and, (k) identify a clinician contact to work with County e.g., (Public Health). The clinician contact shall ensure that the Hospital is reporting communicable diseases and shall be the Hospital contact in the event of a disease outbreak and/or bioterrorism incident. Additionally, a Hospital liaison for other terrorist incidents shall be identified.

Upon expiration or early termination of this Agreement, Hospital shall store, secure and maintain PPE for so long as such PPE is fit for use. Hospital further agrees to provide County or its designees with immediate access upon request in response to or for the purpose of otherwise countering potential/actual terrorism threats. County or its designees shall also have access to such PPE upon reasonable request and advance notice for purposes of inspection, or otherwise monitoring inventory.

AGREED3228.CBA
cba:03/16/04

PRINCIPAL OWNER INFORMATION FORM

Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the Child Support Services Department information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each Principal Owner, the information which must be provided to the Child Support Services Department is: 1) the Principal Owner's name, 2) the Principal Owner's title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE ACTIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

Contractor or Association Name as Shown on Bid or Proposal: _____

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: _____

Telephone: _____ FAX: _____

County Department Receiving Bid or Proposal: _____

Type of Goods or Services To Be Provided: _____

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- [] No natural person owns an interest of 10 percent or more in this Contractor.
I. [] Required principal owner information is provided below. (Use a separate sheet if necessary.)

Name of Principal Owner

Title

Payment Received
From Contractor

[YES] [NO]
[YES] [NO]
[YES] [NO]

declare under penalty of perjury that the foregoing information is true and correct.

by: _____ Date: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

(Print Name)

(Title/Position)

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the county to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

(print name as shown in bid or proposal) _____, hereby submit this certification to the (County department) _____, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) _____, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) _____

in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

Submitted a completed Principal Owner Information Form to the Child Support Services Department;

Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;

Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____

(Month and Year)

(City/State)

(Telephone No.)

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

CONFIRMATION OF CONTRACTOR COMPLIANCE

Check appropriate boxes)

To ☐ From Child Support Services Department
Special Projects

FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

☐ From ☐ To Department Contact Person:

Department Name: _____

FAX: _____

Telephone: _____

☐ Departmental Request

Date: _____

Please confirm receipt of the Principal Owner Information Form from the following contractor as certified in the Child Support Compliance Program Certification:

Contractor Name as Shown on the Bid or Proposal: _____

Contractor Address: _____

Phone No.: _____ FAX: _____

Name of Person Certifying Submission: _____

Date of Contractor Certification: _____

☐ Child Support Services Department Response

Date: _____

The Principal Owner Information Form: ☐ Has been received and approved.

☐ Has not been received. Contractor cannot document timely submission. Contractor may be deemed non-responsible.

Signature of Person Completing this Confirmation: _____

Print Name: _____

Phone Number: _____

REQUIRED FORMS - EXHIBIT 11
CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central

point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management
 Office of Grants Management
 Office of the Assistant Secretary for Management and Budget
 Department of Health and Human Services
 200 Independence Avenue, S.W., Room 517-D
 Washington, D.C. 20201

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the under-

signed, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

No shame.

No blame.

No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.

Sin culpa.

Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT III

Contract# H-_____

NATIONAL BIOTERRORISM HOSPITAL PREPAREDNESS PROGRAM
BASIC AGREEMENT
(HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS)

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this_____ day
of _____, 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Hospital").

WHEREAS, reference is made to that certain document entitled
"HOSPITAL BIOTERRORISM PREPAREDNESS BASIC AGREEMENT", dated January
21, 2003, and further identified as County Agreement No. H-_____,
(hereafter referred to as "Agreement"); and

WHEREAS, the parties among other things wish to extend the
Agreement term for an additional twelve (12) months, to and including
March 31, 2005, so that the parties may continue to support County and
Hospital activities related to readying hospitals to deliver
coordinated and effective care to victims of terrorism and other
public health emergencies.

WHEREAS, Agreement provides that changes may be made in the form
of a written amendment which is formally approved and executed by the
parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon Board

approval.

2. Subparagraph A of Paragraph 4, TERM AND TERMINATION, shall be revised to read as follows:

"A. This Agreement shall commence effective April 1, 2004, and it shall remain in full force and effect until March 31, 2005. In any event, County may terminate this Agreement in accordance with the Subparagraphs "B" and "C" of Paragraph 4, or either party may terminate the Agreement for any reason in accordance with the Subparagraph "D"."

3. Paragraph 45, COMPLIANCE WITH HRSA GRANT, shall be revised to read as follows:

"45. COMPLIANCE WITH HRSA GRANT: Hospital agrees to comply with all terms and conditions, to the extent applicable, as set forth in HRSA grant for the Program."

4. Exhibit "A" dated (January 2003), "HOSPITAL BIOTERRORISM PREPAREDNESS BASIC AGREEMENT (HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS) STATEMENT OF WORK", shall be deleted in its entirety, and replaced with a new Exhibit "A" dated (April 2004), "HOSPITAL BIOTERRORISM PREPAREDNESS BASIC AGREEMENT (HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS) STATEMENT OF WORK", attached hereto and incorporated herein by reference.

5. Paragraph 50, NOTICES, of Agreement shall be revised to read as Paragraph 53, NOTICES, as referenced throughout the entire Agreement.

6. Paragraph 50, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, shall be added to Agreement to read as follows:

"50. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Hospital shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby. The fact sheet set forth in Exhibit F, attached hereto and incorporated herein by reference, of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes."

7. Paragraph 51, HOSPITAL'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, shall be added to Agreement to read as follows:

"51. HOSPITAL'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Hospital acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Hospital understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Hospital's place of business. The Hospital will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of

Children and Family Services will supply the Hospital with the poster to be used."

8. Paragraph 3, DESCRIPTION OF SERVICES, of the Agreement shall be revised to read as follows:

"3. DESCRIPTION OF SERVICES: Hospital shall provide the services described in Exhibits A, B, C, D, E and F, attached hereto and incorporated herein by reference."

9. Paragraph 52, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, shall be added to the Agreement as follows:

"NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Hospital shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Hospital after the expiration or other termination of this Agreement. Should Hospital receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Hospital. This provision shall survive the expiration or other termination of this Agreement."

10. Paragraph 53, RECYCLED BOND PAPER, shall be added to the Agreement as follows:

"RECYCLED BOND PAPER: Consistent with the Board of

Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Hospital agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Hospital under this Agreement.

11. Except for the changes set forth herein above, the wording of Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Hospital have caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Hospital

By _____
Signature

Printed Name

Title

Date
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

AMENDCD3229.CBA
cba:02/26/04

NATIONAL BIOTERRORISM HOSPITAL PREPAREDNESS PROGRAM
BASIC AGREEMENT
(HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS)

STATEMENT OF WORK

A-1

I. HOSPITAL RECEIVABLES:

Hospital shall receive from the County: (a) Funding in the amount of Sixteen Thousand, Five Hundred Dollars (\$16,500) to off-set the cost of staff training; (b) 20 hours of Decontamination Operations level training for the decontamination team to prepare the team to handle ambulatory converging patients requiring decontamination or equivalent training program approved by County; and, (c) consultation regarding decontamination team development.

II. HOSPITAL DELIVERABLES:

Hospital shall: (a) store, secure and maintain PPE received in year one (1) and replace as needed to ensure a constant state of readiness; (b) identify Hospital personnel for a decontamination team that provides coverage 24 hours a day, 365 days a year; and (c) arrange for training that will prepare the team to handle ambulatory converging patients requiring decontamination; (d) identify a Safety Officer to provide for the safety of the decontamination team; (e) have a respiratory protection program meeting OSHA requirements and provide medical monitoring of personnel to ensure safety of decontamination team members; (f) conduct team practice/refreshers training on at least a quarterly basis involving all decontamination

team members and conduct at least one (1) decontamination drill/exercise annually; (g) participate in all the countywide exercises to ensure Hospital preparedness; (h) make available decontamination capabilities for patient bioterrorism medical care and treatment; (i) provide training to hospital staff in the areas of Medical Management of Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Casualties, Hospital Emergency Incident Command Systems (HEICS).

Upon expiration or early termination of this Agreement, Hospital shall continue to store, secure and maintain PPE for so long as such PPE is fit for use. Hospital further agrees to provide County or its designees with immediate access upon request in response to or for the purpose of otherwise countering potential/actual terrorism threats. County or its designees shall also have access to such PPE upon reasonable request and advance notice for purposes of inspection, or otherwise monitoring inventory.

AMENDCD3229.CBA
cba:02/26/04

No shame.

No blame.

No names.

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California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
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En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

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Estado de California
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Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

Contract # _____

NATIONAL BIOTERRORISM HOSPITAL PREPAREDNESS PROGRAM
EXPANDED AGREEMENT
(HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS)

AMENDMENT NO. 1-A

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Hospital").

WHEREAS, reference is made to that certain document entitled
"HOSPITAL BIOTERRORISM PREPAREDNESS EXPANDED AGREEMENT", dated
January 21, 2003, and further identified as County Agreement No.
H-_____, (hereafter referred to as "Agreement"); and

WHEREAS, the parties among other things wish to extend the
Agreement term for an additional twelve (12) months, to and
including March 31, 2005, so that the parties may continue to
support County and Hospital activities related to readying
hospitals to deliver coordinated and effective care to victims of
terrorism and other public health emergencies.

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on April 1, 2004.
2. Subparagraph A of Paragraph 4, TERM AND TERMINATION, shall be revised to read as follows:

"A. This Agreement shall commence effective April 1, 2004, and it shall remain in full force and effect until March 31, 2005. In any event, County may terminate this Agreement in accordance with the Subparagraphs "B" and "C" of Paragraph 4, or either party may terminate the Agreement for any reason in accordance with the Subparagraph "D"."

3. Paragraph 6, BILLING AND PAYMENT, shall be revised to read as follows:

"6. BILLING AND PAYMENT: Billing and payment by the County for actual expenses exceeding the first year funding of Forty-Four Thousand, Two Hundred Twenty Dollars (\$44,220) will be reimbursed, up to a maximum of an additional Fifty Thousand Dollars (\$50,000), for the fixed turnkey warm water decontamination capabilities pursuant to this Agreement shall be done upon Hospital submitting proof of actual expense incurred."

4. Paragraph 45, COMPLIANCE WITH HRSA GRANT, shall be revised to read as follows:

"45. COMPLIANCE WITH HRSA GRANT: Hospital agrees to comply with all terms and conditions, to the extent applicable, as set forth in HRSA grant for the Program."

5. Paragraph 50, NOTICES, shall be revised to read as Paragraph 53, NOTICES, as referenced throughout the entire Agreement.

6. Paragraph 50, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, shall be added to Agreement to read as follows:

"50. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Hospital shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby. The fact sheet set forth in Exhibit F, attached hereto and incorporated herein by reference, of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes."

7. Paragraph 51, HOSPITAL'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, shall be added to Agreement to read as follows:

"51. HOSPITAL'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Hospital acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Hospital understands that it is the County's policy to encourage all County

contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Hospital's place of business. Hospital will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply Hospital with the poster to be used."

8. Paragraph 52, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, shall be added to Agreement as follows:

"52. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Hospital shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Hospital after the expiration or other termination of this Agreement. Should Hospital receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Hospital. This provision shall survive the expiration or other termination of this Agreement."

10. Paragraph 53, RECYCLED BOND PAPER, shall be added to

Agreement as follows:

"53. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Hospital agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Hospital under this Agreement."

11. Exhibit "A" dated (January 2003), "HOSPITAL BIOTERRORISM PREPAREDNESS EXPANDED AGREEMENT (HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS) STATEMENT OF WORK", shall be deleted in its entirety, and replaced with a new Exhibit "A" dated (January 2004), "HOSPITAL BIOTERRORISM PREPAREDNESS EXPANDED AGREEMENT (HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS) STATEMENT OF WORK", attached hereto and incorporated herein by reference.

1. Paragraph 3, DESCRIPTION OF SERVICES, of the Agreement shall be revised to read as follows:

"3. DESCRIPTION OF SERVICES: Hospital shall provide the services described in Exhibits A, B, C, D, E and F, attached hereto and incorporated herein by reference."

2. Except for the changes set forth herein above, the wording of Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Hospital has caused this
Amendment to be subscribed in its behalf by its duly authorized
officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Printed Name

Title

Date
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

AMENDCD3230.CBA
cba:02/26/04

EXHIBIT A

NATIONAL BIOTERRORISM HOSPITAL PREPAREDNESS PROGRAM
EXPANDED AGREEMENT
(HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS)

STATEMENT OF WORK

AMENDMENT NO. 1-A

I. HOSPITAL RECEIVABLES:

Hospital shall receive from the County: (a) Funding in the amount of Twenty-Six Thousand, Five Hundred Dollars (\$26,500) to off-set the cost of staff training; (b) 20 hours of Decontamination Operations level training, as conducted by the County or otherwise meeting the standards of California Occupational Safety and Health Administration (OSHA), for the decontamination team to prepare the team to handle ambulatory converging patients requiring decontamination; and, (c) consultation regarding decontamination team development and decontamination capability plans; and, d) additional funding being a maximum of Fifty Thousand Dollars (\$50,000) to off-set actual expenses that were incurred in the development and construction/installation of a fixed, turnkey, warm water mass casualty decontamination facility/improvement/apparatus capable of decontaminating 50 ambulatory individuals per hour.

II. HOSPITAL DELIVERABLES:

Hospital shall: (a) store, secure and maintain PPE

received in year one and replace as needed to ensure a constant state of readiness; (b) identify hospital personnel for a decontamination team that provides coverage 24 hours a day, 365 days a year; c) arrange for training that will prepare the team to handle ambulatory converging patients requiring decontamination; (d) identify a Safety Officer to provide for the safety of the decontamination team; (e) have a respiratory protection program meeting OSHA requirements and provide medical monitoring of personnel to ensure safety of decontamination team members; (f) conduct team practice/refresher training on at least a quarterly basis involving all decontamination team members and conduct at least one (1) decontamination drill/exercise annually; g) participate in all countywide exercises to ensure hospital preparedness; (h) consult with County on the development of a mass casualty decontamination facility capable of providing patients bioterrorism medical care and treatment and demonstrate actual expenses prior to receipt of funds or if already constructed consult with County as appropriate to continue operating and maintenance and proper protocol for use of such facility; (i) provide training to hospital staff in the areas of Medical Management of Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Casualties and Hospital Emergency Incident Command Systems (HEICS).

Upon expiration or early termination of this Agreement,

Hospital shall continue to store, secure and maintain PPE for so long as such PPE is fit for use. Hospital further agrees to provide County or its designees with immediate access upon request in response to or for the purpose of otherwise countering potential/actual terrorism threats. County or its designees shall also have access to such PPE upon reasonable request and advance notice for purposes of inspection, or otherwise monitoring inventory.

AMENDCD3230.CBA
cba:02/26/04

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

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Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

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Consejo de Supervisores del Condado de Los Angeles

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Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
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Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT V

Contract# H- _____

NATIONAL BIOTERRORISM HOSPITAL PREPAREDNESS PROGRAM
EXPANDED AND DISASTER RESOURCE CENTER AGREEMENT
(HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS)

AMENDMENT NO. 1-B

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Hospital").

WHEREAS, reference is made to that certain document entitled
"HOSPITAL BIOTERRORISM PREPAREDNESS EXPANDED AGREEMENT", dated
January 21, 2003, and further identified as County Agreement No.
H-_____, (hereafter referred to as "Agreement"); and

WHEREAS, the parties among other things wish to extend the
Agreement term for an additional twelve (12) months, to and
including March 31, 2005, so that the parties may continue to
support County and Hospital activities related to readying
hospitals to deliver coordinated and effective care to victims of
terrorism and other public health emergencies.

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on April 1, 2004.
2. Subparagraph A of Paragraph 4, TERM AND TERMINATION, shall be revised to read as follows:

"A. This Agreement shall commence effective April 1, 2004, and it shall remain in full force and effect until March 31, 2005. In any event, County may terminate this Agreement in accordance with the Subparagraphs "B" and "C" of Paragraph 4, or either party may terminate the Agreement for any reason in accordance with the Subparagraph "D"."

Contractors obligations as set forth in Exhibit A, STATEMENT OF WORK, shall survive the termination of the Agreement as set forth herein.

3. Paragraph 6, BILLING AND PAYMENT, shall be revised to read as follows:

"6. BILLING AND PAYMENT: Billing and payment by the County for actual expenses exceeding the first year funding of Forty-Four Thousand, Two Hundred Twenty Dollars (\$44,220) will be reimbursed, up to a maximum of an additional Fifty Thousand Dollars (\$50,000), for the fixed turnkey warm water decontamination capabilities pursuant to this Agreement shall be done upon Hospital submitting proof of actual expense incurred.

Additionally payment for the Disaster Resource Center will be provided in a lump sum to each participating

facility"

4. Paragraph 45, COMPLIANCE WITH HRSA GRANT, shall be revised to read as follows:

"45. COMPLIANCE WITH HRSA GRANT: Hospital agrees to comply with all terms and conditions, to the extent applicable, as set forth in HRSA grant for the Program."

5. Exhibit "A" dated (January 2003), "HOSPITAL BIOTERRORISM PREPAREDNESS EXPANDED AGREEMENT (HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS) STATEMENT OF WORK", shall be deleted in its entirety, and replaced with a new Exhibit "A" dated (January 2004), "HOSPITAL BIOTERRORISM PREPAREDNESS EXPANDED AGREEMENT (HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS) STATEMENT OF WORK", attached hereto and incorporated herein by reference.

6. Paragraph 50, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, shall be added to Agreement to read as follows:

"50. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Hospital shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F, attached hereto

and incorporated herein by reference, of this Agreement and is also available on the Internet at www.babyafela.org for printing purposes."

7. Paragraph 51, HOSPITAL'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, shall be added to Agreement to read as follows:

"51. HOSPITAL'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Hospital acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Hospital understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Hospital's place of business. Hospital will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Hospital with the poster to be used."

8. Paragraph 3, DESCRIPTION OF SERVICES, of the Agreement shall be revised to read as follows:

"3. DESCRIPTION OF SERVICES: Hospital shall provide the services described in Exhibits A, B, C, D, E and F, attached hereto and incorporated herein by reference."

9. Except for the changes set forth herein above, the wording of Agreement shall not be changed in any respect by this

Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Hospital has caused this
Amendment to be subscribed in its behalf by its duly authorized
officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Printed Name

Title

Date
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

AMENDCD3231.CBA
cba:03/16/04

EXHIBIT A

NATIONAL BIOTERRORISM HOSPITAL PREPAREDNESS PROGRAM
EXPANDED AGREEMENT
(HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS)

STATEMENT OF WORK

I. HOSPITAL RECEIVABLES:

Hospital shall receive from the County: (a) Funding in the amount of Twenty-Six Thousand, Five Hundred Dollars (\$26,500) to off-set the cost of staff training; (b) 20 hours of Decontamination Operations level training, as conducted by the County or otherwise meeting the standards of California Occupational Safety and Health Administration (OSHA), for the decontamination team to prepare the team to handle ambulatory converging patients requiring decontamination; and, (c) consultation regarding decontamination team development and decontamination capability plans; and, d) additional funding being a maximum of Fifty Thousand Dollars (\$50,000) to off-set actual expenses that were incurred in the development and construction/installation of a fixed, turnkey, warm water mass casualty decontamination facility/improvement/apparatus capable of decontaminating 50 ambulatory individuals per hour.

II. HOSPITAL DELIVERABLES:

Hospital shall: (a) store, secure and maintain PPE received in year one and replace as needed to ensure a

constant state of readiness; (b) identify hospital personnel for a decontamination team that provides coverage 24 hours a day, 365 days a year; c) arrange for training that will prepare the team to handle ambulatory converging patients requiring decontamination; (d) identify a Safety Officer to provide for the safety of the decontamination team; (e) have a respiratory protection program meeting OSHA requirements and provide medical monitoring of personnel to ensure safety of decontamination team members; (f) conduct team practice/refresher training on at least a quarterly basis involving all decontamination team members and conduct at least one (1) decontamination drill/exercise annually; g) participate in all countywide exercises to ensure hospital preparedness; (h) consult with County on the development of a mass casualty decontamination facility capable of providing patients bioterrorism medical care and treatment and demonstrate actual expenses prior to receipt of funds; (i) provide training to hospital staff in the areas of Medical Management of Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Casualties and Hospital Emergency Incident Command Systems (HEICS).

AMENDCD3231.CBA
cba:03/16/04

NATIONAL BIOTERRORISM HOSPITAL PREPAREDNESS PROGRAM
DISASTER RESOURCE CENTER AGREEMENT
(HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS)

STATEMENT OF WORK

1-B

I. HOSPITAL RECEIVABLES:

Hospital shall receive from the County: (a) funding being a minimum of \$800,000. This funding will be used to purchase the following supplies and materials: a minimum of 10 adult and 2 pediatric ventilators; a pharmaceutical cache, a cache of medical surgical supplies, a tent shelter with cots, tables, chairs, lighting, generator, heating system and fan, and a trailer to store the above equipment. Additionally, this funding will cover administrative and planning costs associated with developing plans addressing surge capacity, relationships and procedures for responding to a terrorist event in a geographical area.

II. HOSPITAL DELIVERABLES:

Hospital shall: (a) purchase, store, secure, and maintain ventilators and replace as needed to ensure a constant state of readiness; (b) establish, store, secure, maintain a pharmaceutical cache based on agreed upon contents. A stock rotation plan to minimize expiration of supply will be established to; (c) establish, store, secure and maintain a medical surgical supply cache based on agreed upon contents; (d) establish policies and procedures for the

use of tent shelters and related equipment and trailer, and ensure staff training in the set-up of the tents and equipment; and (e) maintain ongoing participation with community wide planning activities, to include cooperation with other hospitals, clinics and provider agencies within a geographical area. Planning will have an emphasis on responding to mass casualty terrorist events; (f) the obligations set forth in subsection (a), (b), and (c) shall survive the termination of this Agreement and shall continue for the useful life of the ventilators, pharmaceuticals, and medical surgical supplies.

III. ACCESS TO EQUIPMENT:

Hospital shall provide County with the right of immediate access to the equipment as set forth in Section II, upon request.

Upon expiration or early termination of this Agreement, Hospital shall continue to store, secure and maintain the Hospital deliverables set forth in this Exhibit 1-B for so long as each deliverables are fit for use. Hospital further agrees to provide County or its designees with immediate access upon request in response to or for the purpose of otherwise countering potential/actual terrorism threats. County or its designees shall also have access to such deliverables upon reasonable request and advance notice for

purposes of inspection or otherwise monitoring inventory.

AMENDCD3231.CBA
cba:03/16/04

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT VI

Contract # _____

NATIONAL BIOTERRORISM HOSPITAL PREPAREDNESS PROGRAM
COMMUNITY CLINIC AGREEMENT
(HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS)

THIS AGREEMENT is made and entered into this _____ day
of _____, 2004

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

THE COMMUNITY CLINIC ASSOCIATION OF
LOS ANGELES COUNTY (hereafter
"Clinic Association").

WHEREAS, pursuant to the provisions of the Public Health and Social Security Emergency Funds (Section 319 of the Public Health Services Act, 42 U.S.C.247d), the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA) awarded a grant to County, and accepted in December 2003, for the use, or distribution of funds to healthcare entities including Clinics, under administration of County in connection and in accordance with the HRSA National Bioterrorism Hospital Preparedness Program (Program), to support County and Clinic Association activities related to countering potential terrorism threats to civilian populations; and

WHEREAS, member clinics is equipped, staffed, and willing to provide bioterrorism medical care and treatment for and in consideration of funds or equipment provided for use by the Clinic Association under this Agreement and upon the conditions hereinafter set forth; and

WHEREAS, this Agreement is authorized by provisions of the Emergency Supplemental Appropriations for Recovery from and Response to Terrorist Attacks on the United States Act, 2002, Public Law 107-117; and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. GOVERNING LAWS: Provisions of this Agreement relating to the terms and conditions of disbursement of HRSA funds to Clinic Association shall be construed in accordance with the Public Health and Social Services Emergency Fund (hereinafter "governing laws").

Any provision of this Agreement which may conflict with the governing laws is hereby amended to conform to the provisions of the governing laws. Any amendment to the governing laws, to the extent it affects a term or condition of this Agreement, shall also be deemed to amend this Agreement as determined by County on the effective date of such amendment, even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

2. BASIS AND PURPOSE: The basis of this Agreement is the desire and intention of the parties to cooperate in the development, implementation, and evaluation of Clinic Association and member clinics bioterrorism preparedness. Its purpose is to establish, in a manner reflective of such cooperative basis that (a) appropriate response to bioterrorism is rendered by each clinic; (b) the specific duties and responsibilities of the

parties with respect to bioterrorism preparedness as expressed herein are addressed and (c) appropriate procedures are implemented to respond to a bioterrorism event.

3. DESCRIPTION OF SERVICES: Clinic Association shall provide the services described in Exhibits A, B, C, D, E, F and G attached hereto and incorporated herein by reference.

4. TERM AND TERMINATION:

A. This Agreement shall commence effective upon Board approval and shall remain in full force and effect to and including March 31, 2005.

B. In the event of any termination of this Agreement, Clinic Association shall return any equipment and/or funding they have received to date.

C. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement for any reason (with or without cause) by giving the other party at least sixty (60) calendar days prior written notice thereof.

5. WORK:

A. Pursuant to the provisions of this Agreement, Clinic Association shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit A.

B. If Clinic Association provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be

a gratuitous effort on the part of the Clinic Association and its member clinics, and Clinic Association shall have no claim whatsoever against the County.

6. MAXIMUM COUNTY OBLIGATION: County's maximum payment obligation for Clinic Association Services provided hereunder shall not exceed the sum of the total dollar amount made available by the HRSA to County and approved in the budget submission for clinic bioterrorism preparedness activities.

The payment obligations of County under this Agreement are at all times contingent upon receipt by County of HRSA funding, sufficient to compensate Clinic Association and all other participating contract providers under the National Bioterrorism Hospital Preparedness Program.

7. BILLING AND PAYMENT: Billing and payment by County for all deliverables will be upon the execution of this Agreement.

8. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Clinic Association and is not intended, and shall not be construed to create the relationship of, agent, servant, employee, partnership, joint venture, or association, as between County and Clinic Association.

B. Clinic Association understands and agrees that all persons furnishing Clinic Association services on behalf of Clinic Association under this Agreement are, for purposes of workers' compensation liability, not the responsibility of County.

C. Clinic Association shall bear the sole responsibility and liability for any and all worker's compensation benefits which are legally required to be paid to any person for injuries arising from, or connected with, services performed on behalf of Clinic Association pursuant to this Agreement.

9. INDEMNIFICATION: Clinic Association shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, cost, and expenses (including attorney and expert witness fees), arising from or connected with Clinic Association's acts and/or omissions arising from and/or relating to this Agreement.

10. GENERAL INSURANCE REQUIREMENTS: Without limiting Clinic Association's indemnification of County and during the term of this Agreement, Clinic Association shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Clinic Association's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services,

Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Clinic Association to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Clinic Association to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate

surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Clinic Association to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Clinic Association resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Clinic Association, County may deduct from sums due to Clinic Association any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Clinic Association shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Clinic Association and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third-party claim or lawsuit filed against

Clinic Association arising from or related to services performed by Clinic Association under this Agreement.

(3) Any injury to a Clinic Association employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Clinic Association under the terms of this Agreement.

E. Compensation for County Costs: In the event that Clinic Association fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Clinic Association shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Clinic Association shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Clinic Association providing evidence of insurance covering the activities of subcontractors, or

(2) Clinic Association providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any

time.

11. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 Million

Products/Completed Operations Aggregate: \$1 Million

Personal and Advertising Injury: \$1 Million

Each Occurrence: \$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability:
Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Clinic Association is responsible. If Clinic Association's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Clinic Association is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than

the following:

Each Accident: \$1 Million

Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Clinic Association, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

12. ADMINISTRATION AND MONITORING:

A. Director shall have the authority to administer this Agreement on behalf of County.

B. Clinic Association extends to Director and to authorized representatives of the County, the right to review and monitor Clinic Association's programs and procedures, and to inspect its facilities for contractual compliance at any time with reasonable notice.

13. RECORDS AND AUDITS:

A. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Clinic Association, Clinic Association shall fully cooperate with such representatives. Clinic Association shall allow County representatives access to all pertinent financial and other reports, and shall allow photocopies to be made of these

documents utilizing Clinic Association's photocopier, for which County shall reimburse Clinic Association its customary charge for record copying services, if requested. Such audit/compliance review shall not extend to records of medical staff or peer review committees.

An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Clinic Association. Clinic Association shall be provided with a copy of any written evaluation reports.

B. Availability of Personnel, Facilities, Protocols:

Clinic Association shall make its personnel, facilities, and emergency preparedness protocols available to assist with the inspection at reasonable times by authorized representatives of Director, to verify compliance with applicable standards and regulations and with the terms of this Agreement.

14. NONDISCRIMINATION IN SERVICES: Clinic Association shall not, discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental disability, or medical condition, in accordance with applicable requirements of State and Federal law.

15. NONDISCRIMINATION IN EMPLOYMENT: Clinic Association's and its member clinics, as ensued by Clinic Association, employment practices and policies shall also meet all applicable State and Federal nondiscrimination requirements.

16. CONFIDENTIALITY: Clinic Association agrees to maintain the confidentiality of its records, including billings, in accordance with all applicable State, Federal, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Clinic Association shall inform all of its officers, employees, and agents, and others providing services hereunder of said confidentiality provisions. County shall maintain the confidentiality of patient medical records made available hereunder in accordance with the customary standards and practices of governmental third-party payers.

17. LICENSES: Clinic Association shall obtain and maintain, during the term of this Agreement, all appropriate licenses required by law for the operation of its facility and for the provision of services hereunder. Clinic Association, in its operation, shall also comply with all applicable local, State, and Federal statutes, ordinances, and regulations.

18. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Clinic Association shall use its best efforts to ensure that no employee or physician will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

19. UNLAWFUL SOLICITATION: Clinic Association shall inform all of its employees of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for

attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its employees. Clinic Association agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

20. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him or her to influence the award or County administration of this Agreement or any competing agreement shall participate in the negotiation of this Agreement. No County employee with a spouse or economic dependent employed in any capacity by Clinic Association herein, shall participate in the negotiation of this Agreement, or have an direct or indirect financial interest in this Agreement.

No officer, subcontractor, agent, or employee of Clinic Association who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

21. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION: Clinic Association shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County

consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Clinic Association may have against County and shall be subject to set off, recoupment, or other reduction for any claims which County may have against Clinic Association, whether under this Agreement or otherwise.

Shareholders or partners, or both, of Clinic Association may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Clinic Association to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Clinic Association on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way

limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

22. FAIR LABOR STANDARDS: Clinic Association shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Clinic Association's employees for which County may be found jointly or solely liable.

23. EMPLOYMENT ELIGIBILITY VERIFICATION: Clinic Association warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Clinic Association shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Clinic Association shall retain such documentation for all covered employees for the period prescribed by law. Clinic Association shall indemnify, defend, and hold harmless County, its officers, agents, and employees from employer sanctions and any other

liability which may be assessed against Clinic Association or County in connection with an alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

24. MERGER PROVISION: This contract document and its attachments fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement of the parties. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

25. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

26. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

27. RECOVERY OF PAYMENT/EQUIPMENT: Clinic Association shall return monies and/or equipment provided to Clinic Association

hereunder for any of the reasons, compliance to be determined at the sole discretion of the County, which follow:

a. If Clinic Association fails to establish Memorandum of Agreements with member clinics and enhance disaster preparedness, as described in Attachment A, County shall be reimbursed the total amount Clinic Association was funded.

28. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Clinic Association's services under this Agreement, Clinic Association shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

29. COUNTY LOBBYISTS: Clinic Association and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Clinic Association, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Clinic Association or any County lobbyist or County lobbying firm retained by Clinic Association to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

30. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Clinic Association's performance under this Agreement on not less than an annual basis. Such evaluation will

include assessing Clinic Association's compliance with all performance standards. Clinic Association deficiencies which County determines are severe or continuing and that may place performance of Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Clinic Association. If improvement does not occur consistent with the corrective action measures County may terminate this Agreement or impose other penalties as specified in this Agreement.

31. CLINIC ASSOCIATION'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Clinic Association recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Clinic Association during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Clinic Association for which Director may suspend or County may immediately terminate this Agreement.

32. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Clinic Association shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse

removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Clinic Association's facilities shall include a review of compliance with the provisions of this Paragraph.

33. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Clinic Association, immediately terminate the right of Clinic Association to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Clinic Association, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Clinic Association's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Clinic Association as it could pursue in the event of default by the Clinic Association.

Clinic Association shall immediately report any attempt by a County officer, or employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

34. CLINIC ASSOCIATION'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Clinic Association agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given consideration of employment as Clinic Association vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

35. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Clinic Association require additional or replacement personnel after the effective date of this Agreement, Clinic Association shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Clinic Association's minimum qualifications for the open position. County will refer GAIN participants by job category to Clinic Association.

36. CLINIC ASSOCIATION'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Clinic Association acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child,

family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200 and without limiting Clinic Association's duty under this Agreement to comply with all applicable provisions of law, Clinic Association warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of the effective date of this Agreement, Clinic Association shall submit to County's CSSD a completed Principal Owner Information ("POI") Form, Exhibit B, attached hereto and incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to Clinic Association's Principal Owners; (2) Clinic Association has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Clinic Association has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of

Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program ("CSCP") CERTIFICATION, Exhibit C, also attached hereto and incorporated herein by reference.

Failure of Clinic Association to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to County's CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

37. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Clinic Association to maintain compliance with the requirements set forth in the CLINIC ASSOCIATION'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Clinic Association under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the Term and Termination Paragraphs of this Agreement.

38. CLINIC ASSOCIATION'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Clinic Association acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Clinic Association understands that it is County's

policy to encourage all County Clinic Associations to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Clinic Association's place of business. County's CSSD will supply Clinic Association with the poster to be used.

39. CLINIC ASSOCIATION'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Clinic Association hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Clinic Association will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Clinic Association or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Clinic Association or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Clinic Association shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Clinic Association or its staff members from such participation in a Federally funded health care program.

Failure by Clinic Association to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

40. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME

CREDIT: Clinic Association shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

41. CLINIC ASSOCIATION RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Clinic Association is hereby notified that, in accordance Chapter 2.202 of the County Code, if County acquires information concerning the performance of Clinic Association under this Agreement or other contracts, which indicates that Clinic Association is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Clinic Association from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Clinic Association may have with County.

C. County may debar Clinic Association if the Board of Supervisors finds, in its discretion, that Clinic Association has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any

act or omission which negatively reflects on Clinic Association's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates an act of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Clinic Association may be subject to debarment, Director will notify Clinic Association in writing of the evidence which is the basis for the proposed debarment and will advise Clinic Association of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Clinic Association or Clinic Association's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Clinic Association should be debarred, and, if so, the appropriate length of time of the debarment. If Clinic Association fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Clinic Association shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and

any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Clinic Association, vendor, or principal owner of Clinic Association, as defined in Chapter 2.202 of the County Code.

42. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA'). Clinic Association understands and agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Clinic Association understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that it is separately and independently

responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Clinic Association's behalf. Clinic Association has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Clinic Association's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

CLINIC ASSOCIATION AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.

43. COMPLIANCE WITH APPLICABLE LAW: Clinic Association shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

Clinic Association shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and

attorneys' fees, arising from or related to any violation on the part of the Clinic Association or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

44. COMPLIANCE WITH CIVIL RIGHTS LAWS: Clinic Association hereby assures that it will comply with all applicable provisions of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Clinic Association shall comply with Exhibit D, Clinic Association's EEO Certification, attached hereto and incorporated herein as referenced.

45. COMPLIANCE WITH HRSA GRANT: Clinic Association agrees to comply with all terms and conditions, to the extent applicable, as set forth in HRSA grant for the Program, a copy of which is attached as Exhibit E.

46. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Agreement agrees and consents to the exclusive jurisdiction of the courts of the State of

California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

47. SUBCONTRACTING:

A. The requirements of this Agreement may not be subcontracted by the Clinic Association without the advance approval of the County. Any attempt by Clinic Association to subcontract without prior consent of the County may be deemed a material breach of this Agreement.

B. If Clinic Association desires to subcontract, Clinic Association shall provide the following information promptly at the County's request:

1. A description of the work to be performed by the subcontractor.
2. A draft copy of the proposed subcontract; and
3. Other pertinent information and/or certifications requested by the County.

C. Clinic Association shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Clinic Association employees.

D. Clinic Association shall remain fully responsible for all performances required of it under this Agreement, including those that Clinic Association has determined to

subcontract, notwithstanding the County's approval of Clinic Association's proposed subcontract.

E. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Clinic Association is responsible to notify its subcontractors of this County right.

F. The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

G. Clinic Association shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

H. Clinic Association shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Clinic Association shall ensure delivery of all such document to: County of Los Angeles, Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor East, Los Angeles,

California 90012, before any subcontractor employee may perform any work hereunder.

49. TERMINATION FOR DEFAULT:

A. The County may, by written notice to Clinic Association, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director.

1. Clinic Association has materially breached this Agreement;

2. Clinic Association fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

3. Clinic Association fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

B. In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph above, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services

similar to those so terminated. Clinic Association shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. Clinic Association shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

C. Except with respect to defaults of any subcontractor, Clinic Association shall not be liable for any such excess costs of the type identified in the subparagraph above if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Clinic Association. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform must be beyond the control and without the fault or negligence of Clinic Association. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Clinic Association and subcontractor, and without the fault or negligence of either of them, Clinic Association shall not

be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Clinic Association to meet the required performance schedule. As used in this Subparagraph 49C, the terms subcontractor and subcontractors: mean subcontractor(s) at any tier.

D. If, after the County has given notice of termination under the provisions of this Sub-paragraph 47D, it is determined by the County that Clinic Association was not in default under the provisions of this Sub-paragraph 49D, or that the default was excusable under the provisions of Sub-paragraph 49B, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph

E. The rights and remedies of the County provided in this Sub-paragraph 48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

49. WAIVER: No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and

remedies set forth in this Paragraph 49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

50. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Clinic Association shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby. The fact sheet set forth in Exhibit F, attached hereto and incorporated herein by reference, of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

51. CLINIC ASSOCIATION'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Clinic Association acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Clinic Association understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Clinic Association's place of business. Clinic Association will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will

supply Clinic Association with the poster to be used.

52. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the persons named. County's Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by a party by giving at least ten (10) calendar days prior written notice thereof to the other.

A. Notices to County shall be addressed as follows:

To County: Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
Sixth Floor - East
Los Angeles, California 90012

Attention: Division Chief

Department of Health Services
Emergency Medical Services Division
5555 Ferguson Drive, Suite 220
Commerce, California 90022

Attention: Division Chief

Department of Health Services
Financial Services
313 North Figueroa Street - Room 534
Los Angeles, California 90012

Attention: Financial Officer

Auditor-Controller

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Auditor-Controller

- B. Notice to Clinic Association shall be addressed as follows:

To Clinic Association:

Attention:

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Clinic Association have caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

THE COMMUNITY CLINIC ASSOCIATION OF LOS ANGELES COUNTY

Contractor

By _____
Signature

Printed Name

Title _____

Date _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

AGREECD3232.CBA
cba:02/26/04

NATIONAL BIOTERRORISM HOSPITAL PREPAREDNESS PROGRAM
COMMUNITY CLINIC ASSOCIATION OF LOS ANGELES COUNTY AGREEMENT
(HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS)

STATEMENT OF WORK

1. CLINIC ASSOCIATION RECEIVABLES:

Clinic Association shall receive from the County: (a) funding being a minimum of Seven Hundred Thousand Dollars (\$700,000). This funding will be used to purchase the following supplies and materials for member clinics: a cache of medical surgical supplies, personal protective equipment (PPE) for biological incidents, communication equipment to include HEAR and hand-held radios, and disaster flip charts. Additionally, this funding will cover education and training costs at each clinic and overall administrative and planning costs associated with developing plans addressing the role of clinics, the relationships and the procedures for responding to a terrorist event in a geographical area.

II. CLINIC ASSOCIATION DELIVERABLES:

Clinic Association shall: (a) work with member clinics to establish a level of disaster preparedness (b) purchase medical surgical supply caches based on agreed upon contents, PPE for biological incidents, communication equipment and disaster flip charts; (c) work with each member clinic to store, secure, and maintain the medical surgical supply cache, PPE for biological incidents, communication equipment and disaster flip charts; (d)

ensure that appropriate staff from member clinics attend disaster/terrorism preparedness training sessions and that proper policies and protocols are established at such clinics as necessary to further the purposes of this Agreement and provide reimbursement to member clinic to offset staff cost; (e) maintain ongoing participation with community wide planning activities, to include cooperation with other hospitals, clinics and provider agencies within a geographical area. Planning will have an emphasis on responding to mass casualty terrorist events.

Upon expiration or early termination of this Agreement, Hospital shall continue to store, secure and maintain PPE for so long as such PPE is fit for use. Hospital further agrees to provide County or its designees with immediate access upon request in response to or for the purpose of otherwise countering potential/actual terrorism threats. County or its designees shall also have access to such PPE upon reasonable request and advance notice for purposes of inspection, or otherwise monitoring inventory.

AGREECD3232.CBA
cba:02/26/04

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the Child Support Services Department information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each Principal Owner, the information which must be provided to the Child Support Services Department is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

Contractor or Association Name as Shown on Bid or Proposal: _____

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: _____

Telephone: _____ FAX: _____

County Department Receiving Bid or Proposal: _____

Type of Goods or Services To Be Provided: _____

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box 1 is checked, no further information is required. Please sign and date the form below.

1. ☐ No natural person owns an interest of 10 percent or more in this Contractor.
☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

<u>Name of Principal Owner</u>	<u>Title</u>	<u>Payment Received From Contractor</u>
1. _____	_____	[YES] [NO]
2. _____	_____	[YES] [NO]
3. _____	_____	[YES] [NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: _____ Date: _____
 (Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

(Print Name)

(Title/Position)

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the entity to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

(print name as shown in bid or proposal) _____, hereby submit this certification to the (County department) _____, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) _____, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) _____

in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- Submitted a completed Principal Owner Information Form to the Child Support Services Department;
- Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____
(Month and Year)

(City/State)

(Telephone No.)

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

CONFIRMATION OF CONTRACTOR COMPLIANCE

check appropriate boxes)

☐ To ☐ From Child Support Services Department
Special Projects

FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

☐ From ☐ To Department Contact Person:

Department Name: _____

FAX: _____

Telephone: _____

☐ Departmental Request

Date: _____

Please confirm receipt of the Principal Owner Information Form from the following contractor as certified in the Child Support Compliance Program Certification:

Contractor Name as Shown on the Bid or Proposal: _____

Contractor Address: _____

Phone No.: _____ FAX: _____

Name of Person Certifying Submission: _____

Date of Contractor Certification: _____

☐ Child Support Services Department Response

Date: _____

The Principal Owner Information Form: ☐ Has been received and approved.

☐ Has not been received. Contractor cannot document timely submission. Contractor may be deemed non-responsible.

Signature of Person Completing this Confirmation: _____

Print Name: _____

Phone Number: _____

REQUIRED FORMS - EXHIBIT 11
CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central

point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management
 Office of Grants Management
 Office of the Assistant Secretary for Management and Budget
 Department of Health and Human Services
 200 Independence Avenue, S.W., Room 517-D
 Washington, D.C. 20201

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the under-

signed, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

No shame.

No blame.

No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.